

<i>SERFF Tracking Number:</i>	<i>NYLA-126834354</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>46908</i>
<i>Company Tracking Number:</i>	<i>210-P105</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>New York Life Non-Rate for Term</i>		
<i>Project Name/Number:</i>	<i>New York Life Non-Rate for Term/210-P105</i>		

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: New York Life Non-Rate for Term SERFF Tr Num: NYLA-126834354 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non-Variable SERFF Status: Closed-Approved-Closed State Tr Num: 46908

Sub-TOI: A02I.003 Single Premium Co Tr Num: 210-P105 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Susan Britton, Rosanna Castaldi Disposition Date: 10/04/2010

Castaldi

Date Submitted: 09/27/2010

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: New York Life Non-Rate for Term

Project Number: 210-P105

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/04/2010

Deemer Date:

Submitted By: Rosanna Castaldi

Filing Description:

This filing is for three new single premium individual fixed deferred annuity policies, one new endorsement, and three new applications.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 10/04/2010

Created By: Rosanna Castaldi

Corresponding Filing Tracking Number:

Company and Contact

SERFF Tracking Number: NYLA-126834354 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 46908
Company Tracking Number: 210-P105
TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium
Product Name: New York Life Non-Rate for Term
Project Name/Number: New York Life Non-Rate for Term/210-P105

Filing Contact Information

Rosanna Castaldi, Contract Consultant Rosanna_Castaldi@newyorklife.com
1 Rockwood Road 914-846-3105 [Phone]
3N844 914-846-4133 [FAX]
Sleepy Hollow, NY 10591

Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware
1 Rockwood Road Group Code: 826 Company Type:
3N738 Group Name: State ID Number:
Sleepy Hollow, NY 10591 FEIN Number: 13-3044743
(914) 846-3508 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$350.00
Retaliatory? Yes
Fee Explanation: 7 forms x \$50.00 = \$350.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$350.00	09/27/2010	39915151

<i>SERFF Tracking Number:</i>	<i>NYLA-126834354</i>	<i>State:</i>	<i>Arkansas</i>
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/04/2010	10/04/2010

<i>SERFF Tracking Number:</i>	<i>NYLA-126834354</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>New York Life Non-Rate for Term/210-P105</i>		

Disposition

Disposition Date: 10/04/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-126834354 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 46908

Company Tracking Number: 210-P105

TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium

Product Name: New York Life Non-Rate for Term

Project Name/Number: New York Life Non-Rate for Term/210-P105

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statement of Variability for Policies		Yes
Supporting Document	Statement of Variability for Applications		Yes
Supporting Document	Statement of Variability for Endorsement		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document	Filing Fee Transmittal		Yes
Form	Single Premium Deferred Fixed Annuity Policy		Yes
Form	Single Premium Deferred Fixed Annuity Policy		Yes
Form	Single Premium Deferred Fixed Annuity Policy		Yes
Form	Individual Deferred Fixed Annuities and/or Individual Single Premium Universal Life Insurance		Yes
Form	Deferred Fixed Annuity Application		Yes
Form	Deferred Fixed Annuity Application		Yes
Form	Unisex Endorsement		Yes

SERFF Tracking Number: NYLA-126834354 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 46908

Company Tracking Number: 210-P105

TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium

Product Name: New York Life Non-Rate for Term

Project Name/Number: New York Life Non-Rate for Term/210-P105

Form Schedule

Lead Form Number: 210-P105

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	210-P105	Policy/Cont Single Premium ract/Fratern Deferred Fixed al Annuity Policy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			Policy-Agency-210-P105-Final.pdf
	210-P106	Policy/Cont Single Premium ract/Fratern Deferred Fixed al Annuity Policy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			Policy-Supp-210-P106-Final.pdf
	210-P107	Policy/Cont Single Premium ract/Fratern Deferred Fixed al Annuity Policy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			Policy-Merrill-210-P107-Final.pdf
	210-A102	Application/ Individual Deferred Enrollment Fixed Annuities	Initial			Application-210-A102

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<i>Project Name/Number:</i>	<i>New York Life Non-Rate for Term/210-P105</i>		
	Form and/or Individual Single Premium Universal Life Insurance		John Doe Bracketed Specimen.pdf
210-A103	Application/ Deferred Fixed Enrollment Annuity Application Form	Initial	Application-210-A103 John Doe Bracketed Specimen.pdf
210-A104	Application/ Deferred Fixed Enrollment Annuity Application Form	Initial	Application-210-A104 John Doe Bracketed Specimen.pdf
210-E105	Policy/Cont Unisex Endorsement Initial Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		Unisex Endorsement-210-E105-Final.pdf

[Annuitant - - John Doe]
[Policy Number - - 00 000 000]
[Policy Date - - April 1, 2011]

New York Life Insurance and Annuity Corporation

(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Single Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.


DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-695-9873].


President


Secretary

[New York Life [Secure Design] Fixed Annuity]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe]
Policy Number -- [00 000 000]
Policy Date -- [April 1, 2011]
Owner -- [John Doe]
Plan -- [Non-Qualified]

AGE: [35] [MALE]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [March 31, 2014]
Renewal Interest Rate Guarantee Period: [Annually]

ANNUITY COMMENCEMENT DATE: [April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	5	5%
2	7%	6	4%
3	7%	7	0%
4	6%		

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [\$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [fifteen percent (15%)] of the Accumulation Value at the beginning of the Policy Year [fifteen percent (15%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [fifteen percent (15%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

POLICY DATA PAGE
(Page 2 Cont'd.)

Initial Interest Rate: [2.0%] (Effective annual yield)

Guaranteed Minimum Interest Rate: [1.00%] during the Surrender Charge period, [1.00%] thereafter. (Effective annual yield)

Minimum Partial Withdrawal Amount: \$100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate: 100% of Adjusted Premium Payment

Guaranteed Enhanced Death Benefit Rate: 40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

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RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, we, our, us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment per \$1,000 of Proceeds					
Adjusted			Adjusted		
Age	Male	Female	Age	Male	Female
60	\$3.39	\$3.08	81	\$6.65	\$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person,

upon the death of a grantor the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

A Premium Payment will be credited to the Policy as of the Payment Date.

SECTION FOUR - ACCUMULATION VALUE

4.1 How Is The Initial Interest Rate Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest

to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate as described on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the

Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income - Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy or on Partial Withdrawals to the extent that the amount of the Surrender Charge, if any, exceeds the interest credited to the Policy; or
- f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes statements made in the application. All such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at one percent (1.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page.

6.13 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.14 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office – [200 Continental Drive Suite 306
Newark, DE 19713]

Executive Office – [51 Madison Avenue
New York, NY 10010]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

Specimen

[Annuitant - - John Doe]
[Policy Number - - 00 000 000]
[Policy Date - - April 1, 2011]

New York Life Insurance and Annuity Corporation
(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Single Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.

DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.

RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-762-6212].


President


Secretary

[New York Life [Secure Design II] Fixed Annuity]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

Policy Data

Specimen

We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

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RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, we, our, us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date. Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment per \$1,000 of Proceeds					
Adjusted Age	Male	Female	Adjusted Age	Male	Female
60	\$3.39	\$3.08	81	\$6.65	\$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person,

upon the death of a grantor the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

A Premium Payment will be credited to the Policy as of the Payment Date.

SECTION FOUR - ACCUMULATION VALUE

4.1 How Is The Initial Interest Rate Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest

to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate as described on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the

Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income - Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy or on Partial Withdrawals to the extent that the amount of the Surrender Charge, if any, exceeds the interest credited to the Policy; or
- f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes statements made in the application. All such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at one percent (1.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page.

6.13 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.14 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office – [200 Continental Drive Suite 306
Newark, DE 19713]

Executive Office – [51 Madison Avenue
New York, NY10010]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

Specimen

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] AGE: [35] [MALE]
Policy Number -- [00 000 000]
Policy Date -- [April 1, 2011]
Owner -- [John Doe]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [March 31, 2014]
Renewal Interest Rate Guarantee Period: [Annually]

ANNUITY COMMENCEMENT DATE: [April 1, 2066]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	5	5%
2	7%	6	4%
3	7%	7	0%
4	6%		

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [\$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

POLICY DATA PAGE
(Page 2 Cont'd.)

Initial Interest Rate: [2.0%] (Effective annual yield)

Guaranteed Minimum Interest Rate: [1.00%] during the Surrender Charge period, [1.00%] thereafter. (Effective annual yield)

Minimum Partial Withdrawal Amount: \$100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:	100% of Adjusted Premium Payment
Guaranteed Enhanced Death Benefit Rate:	40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

[Annuitant - - John Doe]
[Policy Number - - 00 000 000]
[Policy Date - - April 1, 2011]

New York Life Insurance and Annuity Corporation
(A Delaware Corporation)

Home Office
[200 Continental Drive, Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

THE CORPORATION New York Life Insurance and Annuity Corporation (NYLIAC), a stock company incorporated in Delaware, will pay the benefits of this Single Premium Deferred Fixed Annuity (the "Policy") in accordance with its provisions. The following pages are also a part of this Policy.

ANNUITY BENEFIT On the Annuity Commencement Date, the Accumulation Value will be applied to provide periodic Income Payments, as stated in the Annuity Benefit section.


DEATH BENEFIT If you die before the Annuity Commencement Date, we will pay death benefit proceeds to the Beneficiary upon our receipt of Proof of Death and all claim information.


RIGHT TO RETURN POLICY Please examine this Policy. Within 10 days (or longer if required by state law) after delivery, you can return it to the Corporation or to the agent through whom it was purchased, with a written request for a full refund of the premium. Upon receipt of this request, the Policy will be void from the start, and a full premium refund will be made.

REPORT TO OWNER At least once each Policy Year, New York Life Insurance and Annuity Corporation will provide a report in connection with this Policy. The report will tell you how much Accumulation Value there is as of the end of the reporting period. It will also give the Owner any other facts required by state law or regulations.

The Issue Date is shown on the Policy Data Page.

IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR POLICY, PLEASE CALL US AT [1-800-762-6212].


President


Secretary

[New York Life [Secure Design III] Fixed Annuity]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. Read This Policy Carefully. It is a legal contract between the Owner and the Corporation.

New York Life Insurance and Annuity Corporation

Home Office
[200 Continental Drive Suite 306]
[Newark, DE 19713]

Executive Office
[51 Madison Avenue]
[New York, NY 10010]

POLICY DATA PAGE

Annuitant -- [John Doe] AGE: [35] [MALE]
Policy Number -- [00 000 000]
Policy Date -- [April 1, 2011]
Owner -- [John Doe]
Plan -- [Non-Qualified]

Premium Payment: \$[5,000.00]
Initial Interest Rate Guarantee Period Ending On: [March 31, 2014]
Renewal Interest Rate Guarantee Period: [Annually]

ANNUITY COMMENCEMENT DATE: [April 1, 2071]

SURRENDER CHARGES:

a) **SURRENDER CHARGE SCHEDULE**

POLICY YEAR	PERCENTAGE	POLICY YEAR	PERCENTAGE
[1	7%	5	5%
2	7%	6	4%
3	7%	7	0%
4	6%		

b) **ANNUAL SURRENDER CHARGE FREE AMOUNT(S)**

Surrender Charges Are Applied as Follows:

If the Premium Payment is less than [\$100,000], the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greater of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges.

If the Premium Payment is [\$100,000] or more, the amount of the withdrawal that is free of Surrender Charges each Policy Year is the greatest of: A) [ten percent (10%)] of the Accumulation Value at the beginning of the Policy Year [ten percent (10%)] of the Premium Payment if the withdrawal is made in the first Policy Year, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or B) [ten percent (10%)] of the current Accumulation Value, less any prior Partial Withdrawals made during the Policy Year that were free of Surrender Charges; or C) that portion of the Accumulation Value that exceeds the Premium Payment made to this Policy.

POLICY DATA PAGE

(Page 2 Cont'd.)

Initial Interest Rate: [2.0%] (Effective annual yield)

Guaranteed Minimum Interest Rate: [1.00%] during the Surrender Charge period, [1.00%] thereafter. (Effective annual yield)

Minimum Partial Withdrawal Amount: \$100.00

Minimum Accumulation Value that must be maintained in the Policy after a Partial Withdrawal: \$2,000.00

ENHANCED DEATH BENEFIT:

Maximum Enhanced Death Benefit Rate:

100% of Adjusted Premium Payment

Guaranteed Enhanced Death Benefit Rate:

40% of Adjusted Accumulation Value

ISSUE DATE: [April 2, 2011]

We & You

In this Policy, the words “we,” “us,” “our,” “Corporation,” and “NYLIAC” refer to New York Life Insurance and Annuity Corporation and the words “you” and “your” refer to the Owner of this Policy.

When you write to us, please include the Policy number, your full name, and your current address.

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RIDERS AND ENDORSEMENTS (if any) Attached to the Policy

DEFINITIONS

These terms are capitalized when used throughout this Policy.

ACCUMULATION VALUE: The Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed.

AGE: A person's age attained at his or her last birthday.

ANNUITANT: The individual whose life will determine the Income Payments.

ANNUITY COMMENCEMENT DATE: The date on which Income Payments under this Policy are scheduled to begin. This date may not be earlier than the first Policy Anniversary or later than the Policy Anniversary following the date on which the Annuitant becomes Age 95.

BENEFICIARY: The person(s) or entity(ies) having the right to receive the death benefit as set forth in this Policy and who is the "designated Beneficiary" for purposes of Section 72 of the Internal Revenue Code.

INCOME PAYMENTS: Periodic payments NYLIAC makes to the Payee, on or after the Annuity Commencement Date.

INTEREST RATE GUARANTEE PERIOD: The period during which the declared interest rate is guaranteed not to change.

ISSUE DATE: The date this Policy is produced for delivery.

NYLIAC: ("Corporation, we, our, us") New York Life Insurance and Annuity Corporation, which is a wholly-owned Delaware subsidiary of New York Life Insurance Company.

NON-QUALIFIED PLAN: A retirement program, which is funded by after-tax contributions.

OWNER: ("you, your") The person(s) or entity(ies) designated as the Owner of this Policy or as subsequently changed, and upon whose death prior to the Annuity Commencement Date benefits under the Policy may be paid. If NYLIAC issues a jointly owned Policy, ownership rights and privileges under this Policy must be exercised jointly and death benefits payable under this Policy before the Annuity Commencement Date will be paid upon the death of any joint Owner.

PARTIAL WITHDRAWAL: Any part of the Accumulation Value paid to you, at your request, in accordance with the terms of this Policy.

PAYEE: The recipient(s) designated to receive the Income Payments under this Policy. The Owner of this Policy is the Payee, unless we agree to some other Payee.

PAYMENT DATE: The date on which a Premium Payment is received at our Executive Office or at a service office, unless it is received on a day that is not a business day for us. In that case, the Payment Date will be our next business day.

POLICY ANNIVERSARY: An anniversary of the Policy Date displayed on the Policy Data Page.

POLICY DATA PAGE: Page 2 of the Policy, containing the Policy specifications.

POLICY DATE: The date the Policy is executed and from which Policy Years, Policy months and Policy Anniversaries are measured. It is shown on the Policy Data Page.

POLICY YEAR: A year starting on the Policy Date as shown on the Policy Data Page. Subsequent Policy Years begin on each Policy Anniversary.

PREMIUM PAYMENT: The amount paid to the Corporation as consideration for the benefits provided by this Policy.

PROOF OF DEATH: Evidence that death has occurred, including at least one of the following: a certified copy of the death certificate, an attending physician's statement, a finding from a court of competent jurisdiction or any other proof that is acceptable to us.

QUALIFIED PLAN: A retirement plan under the Internal Revenue Code of 1986, as amended, including Sections 401(a), 403(b), 408, 408(A) and 457(b).

REQUIRED MINIMUM DISTRIBUTION (RMD)

AUTOMATED OPTION: The calculation and automatic processing of the Required Minimum Distribution (RMD) under certain Qualified Plans pursuant to IRC Section 401(a)(9) on a scheduled interval (monthly, quarterly, semi-annually, or annually). RMD is the minimum amount that the IRS requires the owners of certain Qualified Plans to withdraw each year generally beginning no later than April 1 of the calendar year following the calendar year in which the Owner attains age 70½.

SURRENDER CHARGE: An amount charged by the Corporation during the Surrender Charge period as shown under the Surrender Charge schedule on the Policy Data Page, and occurring when a Partial Withdrawal of the Accumulation Value is made or when the Policy is surrendered for its Accumulation Value.

SECTION ONE - ANNUITY BENEFIT

1.1 When Will Income Payments Begin?

Income Payments are scheduled to begin on the Annuity Commencement Date shown on the Policy Data Page or as changed in accordance with Section 1.2, provided this Policy is in force on that date, Income Payments will be made to the Payee each month. However, once Income Payments begin, the Income Payment option may not be changed. If the Accumulation Value of this Policy is an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date, we will pay you the Accumulation Value in a single sum.

1.2 May The Annuity Commencement Date Be Changed?

If we agree, the Annuity Commencement Date shown on the Policy Data Page may be changed to an earlier date not before the first Policy Anniversary or deferred to a later date, but not later than the Policy Anniversary following the date on which the Annuitant becomes Age 95. If you wish to change the date, you must notify us in writing at least one month before the Annuity Commencement Date. The Annuitant's Age on the Annuity Commencement Date may not be greater than the Age as required by the laws of the state in which this Policy was issued.

1.3 How Are Income Payment Amounts Determined?

We will determine the amount of each monthly Income Payment on the Annuity Commencement Date. We do this by applying the total Accumulation Value of the Policy, less any state premium tax that may be payable as provided in Section 5.6, to the Income Payment rate in effect on the Annuity Commencement Date. Income Payment rates are based on the adjusted Age and sex of the Annuitant. To find the adjusted Age in the year the first payment is due, we first set the Annuitant's Age to be the lesser of Age 95 or their Age at the time of the first payment, and then adjust it according to the following table:

2011-2019	2020-2028	2029-2038	2039&later
0	-1	-2	-3

The amount of each monthly Income Payment will not be less than an amount based on the corresponding rate shown in the Life Income – Guaranteed Period Payment Table. These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

When asked, we will state in writing what the minimum amount of each monthly Income Payment would be under this provision.

LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE

Minimum Monthly Payment per \$1,000 of Proceeds					
Adjusted			Adjusted		
Age	Male	Female	Age	Male	Female
60	\$3.39	\$3.08	81	\$6.65	\$6.28
61	3.49	3.16	82	6.84	6.51
62	3.59	3.25	83	7.03	6.72
63	3.70	3.35	84	7.21	6.94
64	3.81	3.45	85	7.39	7.15
65	3.94	3.55	86	7.56	7.35
66	4.06	3.67	87	7.73	7.54
67	4.20	3.79	88	7.88	7.72
68	4.34	3.91	89	8.02	7.89
69	4.49	4.05	90	8.16	8.04
70	4.64	4.19	91	8.28	8.18
71	4.80	4.34	92	8.38	8.30
72	4.96	4.50	93	8.47	8.41
73	5.13	4.67	94	8.54	8.50
74	5.31	4.85	95	8.60	8.57
75	5.49	5.03	96	8.65	8.62
76	5.67	5.22	97	8.69	8.67
77	5.86	5.43	98	8.71	8.70
78	6.06	5.63	99	8.73	8.72
79	6.25	5.85	100	8.74	8.74
80	6.45	6.06			

1.4 How Are Income Payments Made?

We may require proof of the Annuitant's birth date before Income Payments begin. Under the Life Income-Guaranteed Period option, we will make equal payments to the Payee each month during the lifetime of the Annuitant. Income Payments do not change and are guaranteed for a period of 10 years (120 monthly payments) even if the Annuitant dies sooner. We may require proof of the Annuitant's survival as a condition for Income Payments beyond the guaranteed period.

1.5 Are There Other Methods Of Income Payments?

If we agree, you may elect, on or before the Annuity Commencement Date, to have the Accumulation Value placed under some other Income Payment option.

SECTION TWO - OWNER, ANNUITANT, BENEFICIARY

2.1 What Are The Rights Of Ownership?

As the Owner of this Policy, you have the right to name a new Owner or assign your interest in this Policy (Non-Qualified Plan policies only), change a revocable Beneficiary, receive Income Payments and name a Payee to receive Income Payments. You cannot lose these rights. If this Policy is jointly owned, these rights must be exercised jointly. To exercise these rights, you do not need the consent of the Annuitant or any revocable Beneficiary. However, all rights of ownership end at your death.

2.2 May The Owner Be Different From The Annuitant?

The Owner of this Policy may be different from the Annuitant, but unless it is indicated on the Policy Data Page or ownership is subsequently changed, you are the Annuitant and the Owner of this Policy. However, the Annuitant and Owner must generally be the same individual for Policies issued in connection with Qualified Plans.

2.3 How Do You Change The Owner Of This Policy?

If this Policy is issued as a Non-Qualified Plan Policy, you may change the Owner of this Policy, from yourself to a new Owner, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. When this change takes effect, all rights of ownership in this Policy will pass to the new Owner. Changing the Owner of this Policy does not change the Annuitant or any Beneficiary.

A change in ownership may have adverse tax consequences to you; please consult with your tax advisor.

2.4 May More Than One Beneficiary Be Named?

You may name more than one Beneficiary. Multiple Beneficiaries may be classified as primary (or first class), contingent (or second class), and so on. If two or more Beneficiaries are named in a class, their shares in any amount payable may be stated. Any amount payable will be paid to any Beneficiary classified as primary who survives you. If no Beneficiary classified as primary survives you, payment will be made to any surviving Beneficiary in the next class, and so on. Those Beneficiaries who survive in the same class have an equal share in any amount payable to the extent possible, unless the shares are stated otherwise.

2.5 How Do You Change A Beneficiary Of This Policy?

During your lifetime, you may change a revocable Beneficiary, by providing us with a notice you sign which gives us the facts that we need. This change, unless otherwise specified by you, will take effect as of the date you signed the notice, subject to any payment we made or action we took before receipt of the notice. If a Beneficiary has been irrevocably designated, the Beneficiary may only be changed with such Beneficiary's signed consent.

2.6 What Happens If The Annuitant Dies Before The Annuity Commencement Date?

If the Annuitant is not the Owner and the Annuitant dies before the Annuity Commencement Date, when we receive Proof of Death, you will become the Annuitant of this Policy. If this Policy is jointly owned, the first Owner named will become the Annuitant. If the Owner is a grantor trust for federal income tax purposes and the grantor(s) is a natural person, the Policy will be treated as owned by a natural person and the first named living grantor will become the new Annuitant.

If the Owner is not a natural person, upon the death of the Annuitant, the Policy will end and we will pay the death benefit to the Beneficiary(ies) as provided in Section 2.11. The death benefit is an amount equal to the Accumulation Value of this Policy as of the date of the Annuitant's or grantor's death, as applicable. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11.

2.7 What Happens If The Annuitant Dies After The Annuity Commencement Date?

If the Annuitant dies after the Annuity Commencement Date, but before the end of the guaranteed period of the Income Payments, we will then make the Income Payments to the Beneficiary for the remainder of the Income Payment period, even if the Payee is alive. If the Annuitant dies after the end of the guaranteed period of the Income Payments, no amount will be payable to the Payee or any Beneficiary.

2.8 What Happens If You Die Before The Annuity Commencement Date?

If you die before the Annuity Commencement Date, the Policy will end. When we receive Proof of Death, we will pay the Beneficiary(ies) the death benefit, which is an amount equal to the Accumulation Value of this Policy as of the date of death. If this Policy is jointly owned, this provision will apply at the death of either Owner. If the Owner is a grantor trust and a grantor is a natural person,

upon the death of a grantor the Policy will end and we will pay the death benefit. Any death benefit payment will be made in a single sum or in accordance with the Beneficiary's election as provided in Section 2.11. However, if your surviving spouse is the sole primary Beneficiary, your spouse may elect, in writing, to continue the Policy as the new Owner, as provided in Section 2.14, subject to certain Qualified Plan limitations. If the Owner is not a natural person or is a grantor trust, see Section 2.6.

2.9 What Happens If You Die After The Annuity Commencement Date?

Unless you provide otherwise, if you die after the Annuity Commencement Date and before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period. If this Policy is jointly owned, the surviving Owner will become the sole Owner, and Income Payments will be made to the surviving Owner for the remainder of the Income Payment period. If the surviving Owner dies before the Annuitant, we will make the Income Payments to the Annuitant for the remainder of the Income Payment period.

2.10 When Will We Process A Request For Payment Of The Death Benefit?

Claim information must be submitted for each Beneficiary. Upon receiving Proof of Death and all claim information from a Beneficiary, we will pay to that Beneficiary his/her share of any amount of the death benefit. These proceeds bear interest computed daily from the date of death to the date of payment. We set this interest rate each year. This rate will not be less than the rate required by law.

2.11 Does A Beneficiary Have To Accept The Death Benefit Of This Policy At Your Death?

Full payment of the death benefit will be made to the Beneficiary within five (5) years after the date of your death. However, at your death, your Beneficiary is not required to accept the death benefit of this Policy in a single sum, if you (while you are living) or the Beneficiary (after your death) choose in a signed notice to have all or part of this payment placed under a settlement alternative that we may have available for the Beneficiary. Payment under an elected income or guaranteed life income settlement alternative must be for the life of the Beneficiary or

for a number of years that is not more than the life expectancy (as determined for federal tax purposes) of the Beneficiary at the time of your death, and payment must begin within one year after your death.

2.12 What Happens If A Beneficiary Who Is Receiving Income Payments Dies?

During the guaranteed period of Income Payments, if a Beneficiary who is receiving Income Payments dies, each remaining Income Payment will be paid to those Beneficiaries in the same class who are alive when that Income Payment becomes due. If a last Beneficiary in a class to receive Income Payments dies, each remaining Income Payment will be paid to those in the next class who are alive when that Income Payment becomes due, and so on. If no Beneficiary for any amount payable or for a stated share is alive, the present value of any remaining Income Payments is paid to the estate of the Beneficiary who dies last. The present value of any remaining Income Payments is always less than the total of those Income Payments. No amount will be payable to any Beneficiary after the end of the guaranteed period of Income Payments.

2.13 What Happens If No Beneficiary Survives You?

If no Beneficiary for any amount payable or for a stated share survives you, the right to this amount or this share will pass to your estate. Payment of the proceeds will be made in a single sum to your estate. If any Beneficiary dies at the same time as you, or within fifteen (15) days after your death, but before we receive your Proof of Death and all claim information, we will pay any amount payable as though the Beneficiary died first.

2.14 What Happens If Your Spouse Is The Beneficiary?

If your spouse is the sole primary Beneficiary and you die before the Annuity Commencement Date, this Policy may be continued with your spouse as the new Owner. If you are also the Annuitant, your spouse will become the new Annuitant. If your spouse chooses to continue the Policy, no death benefit proceeds will be paid as a consequence of your death.

SECTION THREE - PREMIUM PAYMENTS

3.1 What Is The Premium Payment?

An amount paid to the Corporation as consideration for the benefits provided by this Policy. The Premium Payment for this Policy is shown on the Policy Data Page. This payment must be made while the Owner and Annuitant are living.

3.2 Can Additional Premium Payments Be Made?

Generally, additional Premium Payments are not allowed for this Policy.

3.3 When Is A Premium Payment Credited To The Policy?

A Premium Payment will be credited to the Policy as of the Payment Date.

SECTION FOUR - ACCUMULATION VALUE

4.1 How Is The Initial Interest Rate Credited To This Policy?

The initial Interest Rate Guarantee Period starts on the Policy Date and ends at the close of the initial Interest Rate Guarantee Period as shown on the Policy Data Page. The initial interest rate will be the rate that we declare in advance and is in effect for the initial Interest Rate Guarantee Period. Each renewal Interest Rate Guarantee Period will be for the duration shown on the Policy Data Page. The renewal interest rate will be the rate we declare in advance and is in effect for the renewal Interest Rate Guarantee Period. Interest is compounded daily at an effective annual yield. We credit interest

to this Policy daily. The rate credited will never be less than the guaranteed minimum interest rate as described on the Policy Data Page.

4.2 How Is The Accumulation Value Calculated?

On any day, on or before the Annuity Commencement Date, the Accumulation Value of this Policy is defined as the Premium Payment, plus interest credited, less any Partial Withdrawals and any Surrender Charges that may have already been assessed. The instances in which Surrender Charges will be assessed are explained in Section Five. Upon your request, we will inform you of the amount of Accumulation Value in this Policy.

SECTION FIVE - WITHDRAWALS, CHARGES, DEDUCTIONS

5.1 Can You Make Partial Withdrawals From This Policy?

Provided this Policy has sufficient Accumulation Value, as shown on the Policy Data Page, you may request a Partial Withdrawal. The minimum amount you may withdraw is also shown on the Policy Data Page. If the amount of the Partial Withdrawal requested, together with any Surrender Charge that may apply, exceeds the Accumulation Value, we will pay you the Accumulation Value less any applicable Surrender Charge. We must receive your written request for a Partial Withdrawal at least thirty (30) days before the Annuity Commencement Date.

5.2 Can You Surrender This Policy?

You may surrender the Policy at any time before the Annuity Commencement Date for the Accumulation Value less any Surrender Charges that may apply.

5.3 May We Defer A Partial Withdrawal Or Surrender Payment?

When not prohibited by the laws of the state in which this Policy is issued, we may defer payment of any Partial Withdrawal or surrender payment request for up to six (6) months from the Partial Withdrawal or surrender request date after making a written request and receiving written approval from the insurance commissioner of the state in which this Policy is issued. Interest will be paid on any amount deferred for thirty (30) days or more. If payments are deferred, we will pay interest at the rate specified by the Insurance Department of the state where your Policy was issued, from the time of the Partial Withdrawal or surrender request. This rate will be at least one percent (1.0%) per year.

5.4 Are Surrender Charges Applied To This Policy?

During the Surrender Charge period, as shown under the Surrender Charge schedule on the Policy Data Page, a Surrender Charge may be applied each time a Partial Withdrawal is made, or when the

Policy is surrendered for its Accumulation Value. The Surrender Charge, if any, will be a percentage, as shown on the Policy Data Page, of the amount of the Accumulation Value withdrawn or surrendered. The Surrender Charge will apply only if the amount withdrawn or surrendered exceeds the amount described under the Annual Surrender Charge Free Amount(s) section on the Policy Data Page.

5.5 Are Surrender Charges Ever Waived?

Surrender Charges will be waived:

- a) when proceeds are paid on the death of the Owner, or of the Annuitant if the Owner is not a natural person; or
- b) for any Required Minimum Distribution (RMD), as calculated by us, from the Accumulation Value of this Policy withdrawn under the RMD Automated option. However, if, in addition to any RMD withdrawals, Partial Withdrawals are made from this Policy during a Policy Year, all such withdrawals will be combined and a Surrender Charge will apply to that portion of the withdrawals that exceeds the greater of the calculated RMD amount, and the amount as explained in Section 5.4 and on the Policy Data Page; or
- c) on amounts placed under the Life Income - Guaranteed Period option; or
- d) under conditions specified in any riders or endorsements attached to and made a part of this Policy; or
- e) upon surrender of the Policy or on Partial Withdrawals to the extent that the amount of the Surrender Charge, if any, exceeds the interest credited to the Policy; or
- f) if we terminate this Policy as explained in Section 5.7.

5.6 Are State Premium Taxes Deducted From Your Policy?

If we are required by state law to pay state premium taxes for your Policy, the amount of the state premium tax will be deducted from the Accumulation Value of your Policy on the earliest of:

- a) the date the Policy is surrendered; or
- b) the Annuity Commencement Date, before the Accumulation Value is placed under an Income Payment option; or
- c) the date we terminate this Policy in accordance with Section 5.7.

However, the amount of the state premium tax will not be deducted from the Accumulation Value, if the Accumulation Value is paid as a death benefit.

5.7 May The Corporation Terminate This Policy?

It may happen that a requested Partial Withdrawal together with any Surrender Charges would reduce the Accumulation Value to an amount that would provide Income Payments of less than \$20 a month on the Annuity Commencement Date. If so, we have the right, subject to any applicable state law or regulation, to terminate this Policy and pay you the Accumulation Value in a single sum.

SECTION SIX - GENERAL PROVISIONS

6.1 What Constitutes The Entire Contract?

The entire contract consists of this Policy, any attached riders and endorsements, and a copy of the application, if attached. Only our Chairman, President, Secretary, or one of our Executive Officers may change the contract, when not prohibited by the laws of the state in which this Policy is issued, and then only in writing. No change will be made in the contract unless you agree. No Agent is authorized to change this contract or to waive any provisions of this contract.

6.2 How Important Is The Information You Provided For This Policy?

In issuing this Policy, we have relied on the information you provided. If you signed an application, such information includes statements made in the application. All such statements are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No such statement will be used by us to contest this Policy unless that statement is a material misrepresentation.

6.3 Will We Be Able To Contest This Policy?

We will not contest this Policy after the Policy has been in force, while you are living, for two (2) years from the Issue Date. If no application was signed, this Policy will not be contested on the basis of any information that would generally be contained in an application.

6.4 How Are The Dates Referred To In This Policy Measured?

Policy Years, months, and anniversaries are measured from the Policy Date, except where otherwise indicated.

6.5 How Is A Person's Age Calculated For The Purpose Of This Policy?

In this Policy when we refer to a person's Age on any date, we mean his or her Age attained at his or her last birthday.

6.6 What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?

If a date on the Policy Data Page is based on an Age that is not correct, we may change the date to reflect the correct Age. If the Age or sex of the Annuitant is not correct as stated, any amount payable under this Policy will be adjusted to what the premiums paid would have purchased at the correct Age and sex. If Income Payments were made based on the incorrect Age or sex, we will increase or reduce a later payment or payments to adjust for the error. Any adjustment will include interest, at one percent (1.0%) per year, credited or charged as applicable, from the date of the incorrect payment to the date the adjustment is made.

6.7 May You Assign This Policy?

During your lifetime, you may assign your interest in this Policy (Non-Qualified Plan policies only). If you do this, your interest, and the interest of any Beneficiary, is subject to that of the assignee. As Owner, you retain any rights of ownership that have not been assigned.

An assignment or transfer may have adverse tax consequences to you; please consult with your tax advisor.

6.8 How Do You Assign This Policy?

You must provide us with a copy of any assignment of this Policy. We will not be responsible for the validity of any assignment. Any assignment, unless otherwise specified in the assignment by you, shall take effect as of the date the assignment is signed, subject to any payment we make or other action we took before receipt of the assignment.

6.9 May The Assignee Change The Owner, Annuitant, Or Beneficiary?

An assignee may not change the Owner, the Annuitant, or the Beneficiary. The assignee may not elect an alternate Income Payment option. Any amount payable to the assignee will be paid in a single sum.

6.10 Are The Payments Made Under This Policy Protected Against Creditors?

Except as stated in Section 6.7, payments we make under this Policy are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.

6.11 How Should A Premium Payment For This Policy Be Made?

Any Premium Payment made to us by check or money order must be payable to New York Life Insurance and Annuity Corporation or NYLIAC. Upon request, we will give you a receipt, signed by our Agent, for any premium paid to us.

6.12 How Is The Guaranteed Accumulation Value Calculated?

The guaranteed Accumulation Value in this Policy is based on the declared interest rate for the initial Interest Rate Guarantee Period and thereafter based on the guaranteed minimum interest rate, as shown on the Policy Data Page.

6.13 Is This Policy Subject To Conformity With Any Law?

This Policy is subject to all laws that apply. Any paid-up annuity, cash surrender or death benefits available under this Policy are not less than the minimum benefits required by any regulation or statute of the state in which this Policy is issued.

6.14 Are Dividends Payable Under This Policy?

This is a non-participating Policy. Therefore, no dividends are payable.

New York Life Insurance and Annuity Corporation

A Stock Company Incorporated in Delaware

Home Office – [200 Continental Drive Suite 306
Newark, DE 19713]

Executive Office – [51 Madison Avenue
New York, NY 10010]

Single Premium Deferred Fixed Annuity

Periodic Income Payments Begin on the Annuity Commencement Date.
Single Premium Payment Payable as Shown on the Policy Data Page.
Interest Credited on the Accumulation Value at a Rate Set by the Corporation.

This Policy is Non-Participating.

Specimen



**APPLICATION FOR
INDIVIDUAL DEFERRED FIXED ANNUITIES and/or
INDIVIDUAL SINGLE PREMIUM UNIVERSAL LIFE INSURANCE**

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office:[51 Madison Avenue, New York, NY 10010] Home Office:[200 Continental Drive, Suite 306, Newark, DE 19713]

Please print or type

1. ANNUITY PRODUCT SELECTION (Choose **ONE** annuity product below. All products may not be available in all jurisdictions.)

Please complete Sections 3-7.

☐ New York Life Secure Term Fixed Annuity

Initial Interest Rate Guarantee Period and Surrender Charge Period: (check one box)

☐ 5 Yrs with 5-Yr Surrender Charge Period ☐ 6 Yrs with 6-Yr Surrender Charge Period

☐ 7 Yrs with 7-Yr Surrender Charge Period ☐ 8 Yrs with 8-Yr Surrender Charge Period

☒ New York Life Secure Design Fixed Annuity*

Initial Interest Rate Guarantee Period: (check one box)

☒ 1 Year ☐ 3 Years

Surrender Charge Period: (check one box)

☒ 6 Years ☐ 7 Years ☐ 8 Years

*The longer the Surrender Charge Period the higher the interest rate credited during your Initial Interest Rate Guarantee Period.

☐ New York Life Flexible Premium Fixed Annuity (FPFA)

Annuity Commencement Date At [The Later Of Age 90 Or 10 Years.]

2. LIFE INSURANCE PRODUCT SELECTION

☐ I would like to apply for NYLIAC Instant Legacy Single Premium Universal Life Insurance (SPUL). Please complete Sections 3, and 8-14. Please note that if "Yes" is answered in Section 8 for Questions C or D, or any condition listed in Question E, this product may not be selected. *Other life insurance products may be available to you. Consult with your New York Life Agent for details.*

3. PARTIES TO THE APPLICATION

A. OWNER INFORMATION

☒ Individual ☐ Trust ☐ Corporation ☐ Partnership ☐ Charitable Organization ☐ Guardianship ☐ UTMA/UGMA

First Name John	Middle J.	Last Name Doe	Suffix	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy) 01/01/1955
Residence: Street 100 Main Street	City Anywhere	State DE	Country USA	Zip 11111	Home Telephone (Evening) (111)222-3333
Mailing Address (If different than residence address.): Street or P.O. Box				State DE	Country USA
Business Telephone (Day) (111)222-3334					

<input checked="" type="checkbox"/> Social Security No. or <input type="checkbox"/> Tax I.D. No. <input type="checkbox"/> Exempt <input type="checkbox"/> Applied for 111-11-1111	Email Address JohnDoe@anywhere.com
Country of Citizenship USA	Country of Birth USA
State of Birth DE	How Long Living in the USA? <input checked="" type="checkbox"/> Since Birth or _____ Years _____ Months

Immigration Visa or Work Authorization: (If other than a US citizen) Type _____ Number _____	Expiration Month _____ Year _____	Occupation _____
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Employer Name: _____	Street _____	City _____	State _____	Country _____	Zip _____	Relationship to Proposed Insured _____	Relationship to Annuitant Self
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If Trust: Name of Trust _____	Date of Trust (mm/dd/yyyy) _____	State Where Trust Established _____
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Name of Trustee(s) _____	Relationship of Trustee(s) to Proposed Insured/Annuitant _____
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Trust Beneficiary(ies) _____	Relationship of Trust Beneficiary(ies) to Proposed Insured/Annuitant _____
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Is the trust a grantor trust? ☐ Yes ☐ No If "Yes" and the grantor is an individual: _____

Grantor's Name (First, Middle, Last, Suffix)

**JOINT OWNER INFORMATION (if applicable)**

First Name	Middle	Last Name	Suffix	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)
Residence: Street	City	State	Country	Zip	Home Telephone (Evening) Business Telephone (Day)
<input type="checkbox"/> Social Security No. or <input type="checkbox"/> Tax I.D. No. <input type="checkbox"/> Exempt <input type="checkbox"/> Applied for					

Country of Citizenship	Country of Birth	State of Birth	How Long Living in the USA? <input type="checkbox"/> Since Birth or _____ Years _____ Months				
Immigration Visa or Work Authorization: (If other than a US citizen) Type	Number	Expiration Month	Year	Occupation			
Employer Name:	Street	City	State	Country	Zip	Relationship to Proposed Insured	Relationship to Annuitant

B. ANNUITANT INFORMATION (for Deferred Fixed Annuities Only) If same as Owner, check here ☒.
(Otherwise, complete this section.)

First Name	Middle	Last Name	Suffix	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)
Residence: Street	City	State	Country	Zip	Home Telephone (Evening) Business Telephone (Day)
<input type="checkbox"/> Social Security No. or <input type="checkbox"/> Tax I.D. No. <input type="checkbox"/> Exempt <input type="checkbox"/> Applied for					

Country of Citizenship	Country of Birth	State of Birth	How Long Living in the USA? <input type="checkbox"/> Since Birth or _____ Years _____ Months			
Immigration Visa or Work Authorization: (If other than a US citizen) Type	Number	Expiration Month	Year	Occupation		
Employer Name:	Street	City	State	Country	Zip	Relationship to Owner

C. PROPOSED INSURED INFORMATION (for Single Premium Universal Life Insurance Only)
If same as Owner, check here ☐ If same as Annuitant, check here ☐ (Otherwise, complete this section.)

First Name	Middle	Last Name	Suffix	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)
Residence: Street	City	State	Country	Zip	Home Telephone (Evening) Business Telephone (Day)
<input type="checkbox"/> Social Security No. or <input type="checkbox"/> Tax I.D. No. <input type="checkbox"/> Exempt <input type="checkbox"/> Applied for					

Country of Citizenship	Country of Birth	State of Birth	How Long Living in the USA? <input type="checkbox"/> Since Birth or _____ Years _____ Months		
Immigration Visa or Work Authorization: (If other than a US citizen) Type	Number	Expiration Month	Year	Occupation	
Employer Name:	Street	City	State	Country	Zip

D. APPLICANT INFORMATION Same as ☐ Owner ☐ Annuitant ☐ Proposed Insured (Otherwise, complete this section.)

Name (First, Middle, Last, Suffix)	Date of Birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> SSN or <input type="checkbox"/> Tax I.D. No. <input type="checkbox"/> Exempt <input type="checkbox"/> Applied for
Residence (Street, City, State, Country, Zip Code)			Relationship to Proposed Insured/Annuitant

E. PAYER INFORMATION Same as ☐ Owner ☐ Annuitant ☐ Proposed Insured ☐ Applicant
(Otherwise, complete this section.)

Name (First, Middle, Last, Suffix)	Date of Birth (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> SSN or <input type="checkbox"/> Tax I.D. No. <input type="checkbox"/> Exempt <input type="checkbox"/> Applied for
Residence (Street, City, State, Country, Zip Code)			Relationship to Proposed Insured/Annuitant
Relationship to Owner (if other than Proposed Insured/Annuitant)			

Name (First, Middle, Last, Suffix)	Residence (Street, City, State, Country, Zip Code)
------------------------------------	--

4. ANNUITY BENEFICIARY(IES)

- If more than one Beneficiary is named, indicate the class and percentage for each. Each class for each product must total 100%.
- If applicable, use Section 15, "Additional Details," to provide additional Beneficiary information.

☐ **Surviving Spouse Under Joint Spousal Ownership (For Non-Qualified plan only)** (If selected, complete below **only** for contingent beneficiaries.)
The Surviving Spouse designation is available only if (i) spouses are Joint Owners and (ii) upon the death of either spouse, the surviving spouse wants the option to continue the policy as the sole Owner and, if applicable, the Annuitant.

☐ **Trust** (Provide details in Section 15)

☐ **UTMA/UGMA** (Provide details in Section 15)

5. ANNUITY PLAN TYPE (Choose **ONE** plan and complete the appropriate section and, if applicable, transfer/exchange form.)

<input type="checkbox"/> Inherited IRA (not available on FPFA)	Transfer Amount \$
<input type="checkbox"/> 403(b)(TSA) (Non-ERISA Only)	Is this an ERISA Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No Note: 403(b)(TSA) NOT available if it is subject to ERISA. Employee should ask employer if plan is subject to ERISA.
	Transfer Amount \$

Single Premium \$ [<u>5,000</u>] (indicate total estimated amount including cash with application and anticipated transfer/exchange amounts)	Flexible Premium (FPFA Only) Initial Premium \$ _____ Planned Premium \$ _____ (If Planned Premium, check one box below and complete required form.) <input type="checkbox"/> Check-O-Matic <input type="checkbox"/> Employer Billing Arrangement
---	--

The rider(s) may not be available for all plans and/or products in all jurisdictions.

3

Please complete Sections 8 – 14 if you are applying for NYLIAC Instant Legacy SPUL.

8. MEDICAL AND PERSONAL INFORMATION (NYLIAC Instant Legacy SPUL only)

- A. Has the Proposed Insured used tobacco, nicotine, or any nicotine substitution product in any form in the last twelve (12) months? ☐ Yes ☐ No
- B. In the last 90 days, has the Proposed Insured been recommended by a physician or other medical practitioner to undergo diagnostic procedures or tests for any symptoms, illnesses or other conditions? (If "Yes," please provide additional information in Section 15) ☐ Yes ☐ No
- C. In the last two (2) years, has the Proposed Insured been admitted to a hospital or other medical facility for a medical illness or major surgical procedure? ☐ Yes ☐ No
- D. In the last five (5) years, has the Proposed Insured been diagnosed by a member of the medical profession or tested positive for Human Immunodeficiency Virus (AIDS virus) or Acquired Immune Deficiency Syndrome (AIDS)? ☐ Yes ☐ No
- E. In the last five (5) years, has the Proposed Insured been diagnosed, treated, tested positive for or been given medical advice by a member of the medical profession for any of the conditions below? (If "Yes," circle all applicable conditions)

1) Heart attack, chest pains, or heart disorder, angina, heart surgery, or angioplasty	<input type="checkbox"/> Yes <input type="checkbox"/> No	7) Pancreatitis, hepatitis, cirrhosis, kidney failure, or a condition requiring dialysis	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Stroke or transient ischemic attack (TIA)	<input type="checkbox"/> Yes <input type="checkbox"/> No	8) Anemia requiring blood transfusions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Vascular disease (peripheral vascular disease, aneurysm, artery blockage)	<input type="checkbox"/> Yes <input type="checkbox"/> No	9) Any major psychiatric or mental condition requiring hospitalization	<input type="checkbox"/> Yes <input type="checkbox"/> No
4) Diabetes requiring insulin treatment	<input type="checkbox"/> Yes <input type="checkbox"/> No	10) Drug or alcohol abuse	<input type="checkbox"/> Yes <input type="checkbox"/> No
5) Any form of malignant cancer or tumor, leukemia, Hodgkin's disease, or lymphoma requiring chemo/radiation therapy	<input type="checkbox"/> Yes <input type="checkbox"/> No	11) Unexplained weight loss exceeding twenty (20) pounds	<input type="checkbox"/> Yes <input type="checkbox"/> No
6) Chronic bronchitis, emphysema (COPD), or any condition requiring oxygen therapy	<input type="checkbox"/> Yes <input type="checkbox"/> No	12) Muscular dystrophy, ALS, lupus, multiple sclerosis, seizures, Alzheimer's disease or other neurological disorder	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. LIFE INSURANCE BENEFICIARY(IES)

Universal Life Insurance Beneficiaries (if applicable)

- ☐ Same as Annuity Beneficiary(ies)
- ☐ Trust (Provide details in Section 15)
- ☐ UTMA/UGMA (Provide details in Section 15)

Class

Primary

Name (First, Middle, Last, Suffix)

Percentage

Relationship to Proposed Insured

☐ Primary

☐ Contingent Name (First, Middle, Last, Suffix)

Percentage

Relationship to Proposed Insured

10. LIFE INSURANCE PREMIUM ALLOCATION

Face Amount: \$ _____ Premium: \$ _____ Premium Paid: \$ _____ (Optional. If paid, must be equal to full premium.)

11. SALES INTERVIEW

In which language and dialect(s) was the sales interview conducted? Language: _____ Dialect(s): _____

If a language other than English, who acted as interpreter? ☐ Agent ☐ Other: _____
Name (First, Middle, Last, Suffix) Relationship to Proposed Insured/Annuitant

12. OTHER LIFE COVERAGE (Details of Other Coverage on Proposed Insured)

None	In Force	Pending	Company	Amount	Personal Business
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/> <input type="checkbox"/>

What is the total amount of above pending coverage that will be placed in all companies? \$ _____

Use Section 15 for Additional Information.



13. FINANCIAL INFORMATION

	Proposed Insured	Owner if not Proposed Insured
Current Annual Earned Income		
Current Annual Unearned Income		
Current Net Worth		

14. LIFE INSURANCE ILLUSTRATION

Do not complete this section if a signed illustration is not required by law or an illustration was signed and matches the policy applied for.

I, the Applicant, did not sign an illustration because:

- ☐ An illustration was not shown or given to me
☐ An illustration was shown or given to me, but the policy applied for is different from the illustration
☐ An illustration was shown to me on a screen. The displayed illustration matches the policy applied for, but no printed copy of the illustration was furnished.

The illustration on the screen included the following personal and policy information:

Proposed Insured: _____ Age: _____ Gender: ☐ Male ☐ Female

Type of Policy: _____ Initial Death Benefit: \$ _____ Rating/Class: _____

I acknowledge that I did not sign an illustration for the reason stated above and I understand that an illustration matching the policy as issued will be provided for signature no later than at the time the policy is delivered.

15. ADDITIONAL DETAILS - Check the appropriate box(es) below and provide specific details in the lines below.

- ☐ No Driver's License ☐ Diagnostic Procedure or Test Within 90 Days ☐ Additional Beneficiary Information ☐ Trust is a Beneficiary
☐ UTMA/UGMA ☐ Joint Owner Information ☐ Successor Owner ☐ Reinstatement ☐ Special Processing Instructions ☐ Other

FRAUD WARNING

Residents of Jurisdictions other than the District of Columbia, and Oregon:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Residents of Oregon: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may have committed a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits, subject to the incontestable provision of the policy, if a person provides false information.

STATEMENT OF AGREEMENT

Those Persons Who Sign This Application Agree That:

- All of the statements and answers to questions which are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them. Answers that are not true and complete may, subject to the policy's contestability provision, invalidate coverage.
- No agent or medical examiner has any right to accept risks, make or change contracts, or give up NYLIAC's rights or requirements.
- For life insurance,
 - "Cash Paid" with the application with respect to a new policy or additional benefit, provides a limited amount of temporary coverage for up to 90 days, if the terms and conditions of the Temporary Coverage Agreement are met.
 - The policy date is the date from which premiums are calculated and become due. The effective date is the date the policy is delivered and the first premium is paid. Unless temporary coverage is obtained, coverage does not begin until the effective date. If the policy date is earlier than the effective date of coverage, the policyowner pays a premium calculated beginning on that earlier policy date although coverage does not begin until the effective date. If no temporary coverage is obtained, the date that the policy is issued will be the policy date. It is further agreed and understood that interest will not be credited on the policy until the premium is received by the service office.
 - The Applicant has received and read a copy of the Accelerated Benefits For Terminal Illness Disclosure. Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable; as with all tax matters, a personal tax advisor should be consulted.
- For annuities, the policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living.



TAX CERTIFICATION

Under penalties of perjury, I (as the Owner named in Section 3) certify that: (1) the Social Security or Employer ID Number shown in this application is my correct taxpayer identification number, or I am awaiting a number to be issued to me (noted as "applied for" in Section 3) AND (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding (Cross out item 2 if the IRS has notified you that you are subject to backup withholding) and (3) I am a U.S. person (including a U.S. resident Alien).

ACKNOWLEDGEMENT AND AUTHORIZATION (Applies only to Single Premium Universal Life Insurance)

ACKNOWLEDGEMENT

I, the Proposed Insured, have been given a copy of "Information Practices Related to Underwriting Your Application" which tells how NYLIAC obtains and uses data about me. It includes the notice required by the State and Federal Fair Credit Reporting Acts and a description of MIB, Inc. (Medical Information Bureau). I know that my application cannot be processed if I do not sign the Authorization below.

AUTHORIZATION

In this Authorization, "I", "my" and "me" mean the Proposed Insured; "the Insurer" means NYLIAC and its respective agents, employees, and representatives. In order to see if (and on what basis) I qualify for the insurance applied for or any other insurance offered by NYLIAC, I authorize the following:

MEDICAL INFORMATION: Physicians or practitioners; hospitals; medical or medically related facilities; pharmacies, pharmacy benefit managers or medical information retrieval services; laboratories; insurance companies; or MIB may give to the Insurer (or any consumer reporting agency acting on its behalf) and to any of its reinsurers, at my request, copies of the record or other data that they may have about my physical and mental health, and my prescription drug history. This includes all protected health information and any health information I have previously requested be withheld from further disclosure, and including my history, their findings, diagnoses and treatment. Mental health professionals may provide their records of my diagnosis, functional status, treatment plan, symptoms, prognosis, progress to date, medication prescription and monitoring, and clinical test results.

OTHER UNDERWRITING INFORMATION: MIB, other insurance companies, and consumer reporting agencies may give to the Insurer and to any of its reinsurers data about my: driving record; any criminal activity or association; hazardous sport or aviation activity; use of alcohol or drugs; any claim of eligibility for disability income benefits; other applications for life insurance; and other policies of life insurance.

EXAMINATIONS AND TESTS: The Insurer may obtain physical examinations or medical tests deemed necessary to underwrite my application. These tests (where permitted by law) may include, but are not limited to, electrocardiograms, chest x-rays and tests of blood and urine to determine, among other things, exposure to causative agents of disease (for example, exposure to the AIDS virus) and the presence of drugs. However, a separate notification/authorization form will be provided with respect to testing for the AIDS virus.

INVESTIGATIVE CONSUMER REPORT: The Insurer may obtain an investigative consumer report and may give the consumer reporting agency information concerning the amount and type of my coverage and my use, if any, of tobacco. The report may add to or confirm the types of data mentioned above. It may also contain data about: my identity; age; residence; marital status; past and present jobs (including work duties); economic conditions; driving record; personal and business reputation in the community; and mode of living; but will not include any information relating directly or indirectly to sexual orientation.

IDENTIFICATION: To obtain the data described above, the Insurer may give my name, address, and date and place of birth to the above persons or organizations.

RELEASE OF INFORMATION TO OTHERS: The Insurer may give data about me that affects my insurability to: its subsidiaries; its affiliates; its parent company; its agents and their staffs; its reinsurers; and the Insurer and its reinsurers may give such data to MIB, including data about any life insurance policy(ies) the Insurer issues on me. However, this will not be done in connection with information relating to the AIDS virus.

I also authorize the release of these same types of data about any of my children who are to be insured. This Authorization may be used for a period of 24 months from the date signed below unless sooner revoked. I may revoke this Authorization at anytime by notifying the Insurer in writing. This revocation will not be effective to the extent the Insurer or any other person already has disclosed or collected information or taken other action in reliance on it. The information the Insurer obtains through this Authorization may become subject to further disclosure. For example, the Insurer may be required to provide it to an insurance regulatory or other government agency. In this case, the information may no longer be protected by the rules governing this Authorization. A photocopy of this Authorization and request form shall be as valid as the original. I know that I may request a copy of this Authorization. (Please provide a copy to me. _____ initial if requested).

The Internal Revenue Service Does Not Require Your Consent To Any Provision Of This Document Other Than The Certifications Required To Avoid Backup Withholding.

SIGNATURES

By signing below, I/We understand that I/We acknowledge and agree to all of the statements, representations, and disclosures made in this application, including sections entitled Statement of Agreement, Illustration (if applicable), Tax Certification, and Acknowledgment and Authorization (if applicable). I/We accept and adopt as true all statements made by the Proposed Insured/Annuitant in this application.

☒ _____ Signed at Anytown, DE On 09/01/2010
Signature of the Annuitant (City, State) (mm/dd/yyyy)

☒ _____ Title if signed on behalf of Corporation, Trust, etc.
Signature of the Proposed Insured

☒ _____
Signature of the Owner if Other than the Proposed Insured/Annuitant Signature of the Joint Owner, if applicable

☒ _____
Signature of the Applicant if Other than Proposed Insured/Annuitant or Owner

I Certify I have truly and accurately recorded all answers given to me.

☒ _____
Signature of Agent/Witness Countersigned by Licensed Resident Agent (if required)

☒ _____
Signature of Agent/Witness Countersigned Code Number
George Agent (111)111-0000

Agent's Name (print) Agent's Tel. No.
123456 DE-12345 General Office #111 (111)111-0001
Agent Code State License No. General Office Name/No.



Annuities

APPLICATION FOR
[NEW YORK LIFE SECURE DESIGN FIXED ANNUITY II]
DEFERRED FIXED ANNUITY

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010]

Home Office: [200 Continental Drive, Suite 306, Newark, DE 19713]

ANNUITY COMMENCEMENT DATE AT [THE LATER OF AGE 90 OR 10 YEARS]

Please print or type

1. OWNER(S)

Name (First, Middle Initial, Last, Suffix)

John J. Doe☒ MaleDate of Birth (mm/dd/yyyy): **01/01/1955**☐ FemaleSocial Security or Tax ID No.: **111-11-1111**

Residence: Street City State Zip Code Country

100 Main Street Anywhere, DE 11111 USA

Telephone No.

Day: **(111) 222-3333**Evening: **(111) 222-3334**

Relationship to Annuitant

Self

Country of Citizenship

☒ U.S. Other _____**JOINT OWNER** (if applicable) Name (First, Middle Initial, Last, Suffix)☐ Male

Date of Birth (mm/dd/yyyy): ____/____/____

☐ Female

Social Security or Tax ID No.: _____

Residence: Street City State Zip Code Country

Telephone No.

Day: ()

Evening: ()

Relationship to Owner

Country of Citizenship

☐ U.S. Other _____**2. ANNUITANT** If same as Owner, check here ☒ . Otherwise, complete this section.

Name (First, Middle Initial, Last, Suffix)

☐ Male

Date of Birth (mm/dd/yyyy): ____/____/____

☐ Female

Social Security or Tax ID No.: _____

Residence: Street City State Zip Code Country

3. PREMIUM AMOUNT (Attach check payable to NYLIAC, unless instructed otherwise.)Single Premium \$ [**5,000**] _____ (Indicate total estimated amount including cash with application and anticipated transfer/exchange amounts.)**4. INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD SELECTIONS**(Choose **ONE** Initial Interest Rate Guarantee Period below.)☒ 1 Year Period☐ 3 Year Period(Choose **ONE** Surrender Charge Period below.)

Surrender Charge Period: (check one box)

☒ 6 Years ☐ 7 Years ☐ 8 Years

The longer the Surrender Charge Period, the higher the interest rate credited during your Initial Interest Rate Guarantee Period.

5. BENEFICIARY(IES) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 9 for additional Beneficiary information. The Surviving Spouse designation is available only if (i) spouses are Joint Owners and (ii) upon the death of either spouse, the surviving spouse wants the option to continue the policy as the sole Owner and, if applicable, the Annuitant.☐ **Surviving Spouse Under Joint Spousal Ownership (For Non-Qualified plan only)**(If selected, complete below **only** for contingent beneficiaries.)

Class	Name (First, Middle Initial, Last)	Relationship to Owner	Percentage (%)
<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent	Jane M. Doe	Spouse	100%
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			

6. PLAN TYPE (Choose **ONE** plan and complete the appropriate section and, if applicable, transfer/exchange form.)[☒ **NON-QUALIFIED**] Is this a 1035 Exchange? ☐ Yes ☒ No What is the Cost Basis? \$ _____☐ **IRA**☐ **SEP IRA**☐ **Roth IRA**☐ **Inherited IRA**

Current Year Contribution

Prior Year Contribution

☐ Transfer or ☐ Rollover

\$ _____ Year _____

\$ _____ Year _____

\$ _____

☐ Transfer \$ _____**[Note: If this is an IRA, SEP IRA, or ROTH IRA transfer/rollover, submit Qualified Transfer/Direct Rollover Form. If this is an Inherited IRA transfer, submit Inherited IRA Information/Transfer Form.]**

7. OPTIONAL RIDER(S) A charge may apply to the rider(s) you elect below. The rider(s) may not be available with all plans and in all jurisdictions.

[☐ (EBB) Enhanced Beneficiary Benefit]

8. REPLACEMENT INFORMATION (If you answer "Yes" to either question, submit required replacement forms.)

Do you own any existing life insurance or annuity policies?

☐ Yes ☒ No

Is this a replacement of a life insurance or annuity policy?

☐ Yes ☒ No

(If you answer "Yes" to this question, please also provide existing policy information in this section below.)

Company Name	Policy Number(s)	Estimated Policy Value(s) \$
		\$

9. ADDITIONAL INFORMATION (Attach a separate sheet if additional space is needed.)

10. FRAUD AND DISCLOSURE STATEMENTS FOR THE FOLLOWING JURISDICTIONS

Residents of Jurisdictions other than the District of Columbia:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

11. SIGNATURES (Read statement and sign below.)

I/We agree that: (1) All answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. (3) Unless otherwise indicated below, the Owner of this policy is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) No Agent is authorized to accept risks, make or change this application or any policy issued by the Company, or give up any of the Owner's rights or requirements. (6) I/We understand that the annuity is not backed or guaranteed by any bank or insured by the FDIC.

Signed at Anytown DE 09/01/2010
City State Dated On (mm/dd/yyyy)

▲ Owner's/Applicant's Signature ▲ Annuitant's Signature (if other than Owner) ▲ Joint Owner's Signature (if applicable)

▲ Agent's/Representative's Signature George Agent (111) 111-0000
Representative (print name) Representative's Tel. No.

DE 123456 12345
Representative's State and License No. Representative's NYLIAC Code No.

General Office #111 101 Main Street, Anytown, DE 11111 (111) 111-0001
Broker/Agency Name and Address Broker/Agency Tel. No.



Annuities

APPLICATION FOR
[NEW YORK LIFE SECURE DESIGN FIXED ANNUITY III]
DEFERRED FIXED ANNUITY

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010]

Home Office: [200 Continental Drive, Suite 306, Newark, DE 19713]

ANNUITY COMMENCEMENT DATE NO LATER THAN [AGE 95]

Please print or type

1. OWNER(S)

Name (First, Middle Initial, Last, Suffix)

John J. Doe☒ Male☐ FemaleDate of Birth (mm/dd/yyyy): **01/01/1955**Social Security or Tax ID No.: **111-11-1111**

Residence: Street City State Zip Code Country

100 Main Street Anywhere, DE 11111 USA

Telephone No.

Day: **(111) 222-3333**Evening: **(111) 222-3334**

Relationship to Annuitant

Self

Country of Citizenship

☒ U.S. Other _____**JOINT OWNER** (if applicable) Name (First, Middle Initial, Last, Suffix)☐ Male☐ Female

Date of Birth (mm/dd/yyyy): ____/____/____

Social Security or Tax ID No.: _____

Residence: Street City State Zip Code Country

Telephone No.

Day: ()

Evening: ()

Relationship to Owner

Country of Citizenship

☐ U.S. Other _____**2. ANNUITANT** If same as Owner, check here ☒ . Otherwise, complete this section.

Name (First, Middle Initial, Last, Suffix)

☐ Male☐ Female

Date of Birth (mm/dd/yyyy): ____/____/____

Social Security or Tax ID No.: _____

Residence: Street City State Zip Code Country

3. PREMIUM AMOUNT (Attach check payable to NYLIAC, unless instructed otherwise.)Single Premium \$ **[5,000]** (Indicate total estimated amount including cash with application and anticipated transfer/exchange amounts.)**4. INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD SELECTIONS**

(Choose ONE Initial Interest Rate Guarantee Period below.)

☒ 1 Year Period☐ 3 Year Period

(Choose ONE Surrender Charge Period below.)

Surrender Charge Period: (check one box)

☒ 6 Years ☐ 7 Years ☐ 8 Years

The longer the Surrender Charge Period, the higher the interest rate credited during your Initial Interest Rate Guarantee Period.

5. BENEFICIARY(IES) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 9 for additional Beneficiary information. The Surviving Spouse designation is available only if (i) spouses are Joint Owners and (ii) upon the death of either spouse, the surviving spouse wants the option to continue the policy as the sole Owner and, if applicable, the Annuitant.

☐ **Surviving Spouse Under Joint Spousal Ownership (For Non-Qualified plan only)**

(If selected, complete below only for contingent beneficiaries.)

Class	Name (First, Middle Initial, Last)	Relationship to Owner	Percentage (%)
<input checked="" type="checkbox"/> Primary	Jane M. Doe	Spouse	100%
<input type="checkbox"/> Contingent			
<input type="checkbox"/> Primary			
<input type="checkbox"/> Contingent			
<input type="checkbox"/> Primary			
<input type="checkbox"/> Contingent			

6. PLAN TYPE (Choose ONE plan and complete the appropriate section and, if applicable, transfer/exchange form.)☒ **NON-QUALIFIED**Is this a 1035 Exchange? ☐ Yes ☒ No

What is the Cost Basis? \$ _____

☐ **IRA**☐ **SEP IRA**☐ **Roth IRA**☐ **Inherited IRA**

Current Year Contribution

Prior Year Contribution

☐ Transfer or ☐ Rollover

\$ _____ Year _____

\$ _____ Year _____

\$ _____

☐ Transfer \$ _____

[Note: If this is an IRA, SEP IRA, or ROTH IRA transfer/rollover, submit Qualified Transfer/Direct Rollover Form. If this is an Inherited IRA transfer, submit Inherited IRA Information/Transfer Form.]

7. OPTIONAL RIDER(S) A charge may apply to the rider(s) you elect below. The rider(s) may not be available with all plans and in all jurisdictions.

[NONE AVAILABLE]

8. REPLACEMENT INFORMATION (If you answer "Yes" to either question, submit required replacement forms.)

Do you own any existing life insurance or annuity policies?

☐ Yes ☒ No

Is this a replacement of a life insurance or annuity policy?

☐ Yes ☒ No (If you answer "Yes" to this question, please also provide existing policy information in this section below.)

Company Name	Policy Number(s)	Estimated Policy Value(s) \$
		\$

9. ADDITIONAL INFORMATION (Attach a separate sheet if additional space is needed.)

10. FRAUD AND DISCLOSURE STATEMENTS FOR THE FOLLOWING JURISDICTIONS

Residents of Jurisdictions other than the District of Columbia:

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

11. SIGNATURES (Read statement and sign below.)

I/We agree that: (1) All answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) This policy will not become effective unless it is delivered to the Owner while the Owner and Annuitant are living. (3) Unless otherwise indicated below, the Owner of this policy is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) No Agent is authorized to accept risks, make or change this application or any policy issued by the Company, or give up any of the Owner's rights or requirements. (6) I/We understand that the annuity is not backed or guaranteed by any bank or insured by the FDIC.

Signed at Anytown DE 09/01/2010
City State Dated On (mm/dd/yyyy)

▲ Owner's/Applicant's Signature ▲ Annuitant's Signature (if other than Owner) ▲ Joint Owner's Signature (if applicable)

▲ Agent's/Representative's Signature George Agent (111) 111-0000
Representative (print name) Representative's Tel. No.

DE 123456 12345
Representative's State and License No. Representative's NYLIAC Code No.

General Office #111 101 Main Street, Anytown, DE 11111 (111) 111-0001
Broker/Agency Name and Address Broker/Agency Tel. No.

UNISEX ENDORSEMENT

This endorsement is attached to and made a part of this Policy. In the case of a conflict with any provision in the Policy, the provisions of this endorsement will control.

This Policy is issued on a Unisex Basis. All references to "sex" in the following sections and provisions of this Policy are deleted:

Table of Contents:

Provision reference "What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?"

Policy Provisions:

"How Are Income Payment Amounts Determined?"

"What Happens If In This Policy A Person's Age Or Sex Is Stated Incorrectly?"

In addition, the Life Income – Guaranteed Period Payment Table shown in the "How Are Income Payment Amounts Determined?" section is replaced with the following:


LIFE INCOME-GUARANTEED PERIOD PAYMENT TABLE


(Minimum Monthly Payment per \$1,000 of Proceeds)

Adjusted Age	Amount	Adjusted Age	Amount
60	\$3.19	81	\$6.42
61	3.28	82	6.63
62	3.37	83	6.84
63	3.47	84	7.04
64	3.58	85	7.24
65	3.69	86	7.43
66	3.81	87	7.61
67	3.93	88	7.78
68	4.06	89	7.94
69	4.20	90	8.08
70	4.35	91	8.22
71	4.50	92	8.33
72	4.66	93	8.43
73	4.83	94	8.51
74	5.01	95	8.58
75	5.19	96	8.63
76	5.39	97	8.67
77	5.58	98	8.70
78	5.79	99	8.72
79	5.99	100	8.74
80	6.20		

These minimum amounts are ten-year certain and life amounts based on the Annuity 2000 Mortality Table with Projection Scale G applied for fifteen years static and generationally thereafter, and with interest compounded each year at one percent (1.0%).

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION


President


Secretary

SERFF Tracking Number:	NYLA-126834354	State:	Arkansas
Filing Company:	New York Life Insurance and Annuity Corporation	State Tracking Number:	46908
Company Tracking Number:	210-P105		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.003 Single Premium
Product Name:	New York Life Non-Rate for Term		
Project Name/Number:	New York Life Non-Rate for Term/210-P105		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Cert-Readability.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments:		
Attachment: Cover Letter-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability for Policies		
Comments:		
Attachments:		
SOV 210-P105-Agency-Final.pdf		
SOV 210-P106-Supp-Final.pdf		
SOV 210-P107-Merrill-Final.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability for Applications		
Comments:		
Attachments:		
SOV App 210-A102-Agency-Final.pdf		
SOV App 210-A103-Supp-Final.pdf		

SERFF Tracking Number: NYLA-126834354 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 46908
Company Tracking Number: 210-P105
TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium
Product Name: New York Life Non-Rate for Term
Project Name/Number: New York Life Non-Rate for Term/210-P105
SOV App 210-A104-Merrill-Final.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Statement of Variability for
Endorsement

Comments:

Attachment:

SOV-210-E105-Final.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certification of Compliance

Comments:

Attachment:

Cert-compliance-AR.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Filing Fee Transmittal

Comments:

Attachment:

Filing Fee Transmittal-AR.pdf

READABILITY CERTIFICATION

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

I certify that the forms listed below meet the standards of your State's Readability Laws as calculated by the Flesch Reading Ease Test.

Form Number	Score
210-P105	54.4
210-P106	53.8
210-P107	53.5
210-A102	52.4
210-A103	54.8
210-A104	53.0
210-E105	54.6



Suzanne Wolf
Assistant Vice President

September 16, 2010
Date



NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
(A Delaware Corporation)
1 Rockwood Road, Sleepy Hollow, NY 10591

"The Company You Keep"®

Suzanne Wolf
Assistant Vice President - Product Development
Bus: (914) 846-3508 Fax: (914) 846-4487 Toll Free: (800) 280-3551
E-Mail: Suzanne_Wolf@newyorklife.com

September 27, 2010

Hon. Jay Bradford
Commissioner
1200 W. Third Street
Little Rock, AR 72201-1904

Attn: Policy & Other Form Filings

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
N.A.I.C. NO.: 826-91596
F.E.I.N.: 13-3044743

Policy Form Numbers:

210-P105	Individual Deferred Fixed Annuity	Contract
210-P106	Individual Deferred Fixed Annuity	Contract
210-P107	Individual Deferred Fixed Annuity	Contract

Application Form Numbers:

210-A102	Individual Deferred Fixed Annuity	Application
210-A103	Individual Deferred Fixed Annuity	Application
210-A104	Individual Deferred Fixed Annuity	Application

Endorsement Form Number:

210-E105	Individual Deferred Annuity	Unisex Endorsement
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Dear Hon. Jay Bradford:

We are enclosing for your approval three new individual fixed deferred annuity policies, one endorsement and three new applications that will be used to apply for the policies submitted herein. However, please note that one of the applications will also be used to apply for our previously approved single premium universal life insurance product issued by New York Life Insurance and Annuity Corporation (NYLIAC). Additional information regarding these forms is provided below and the chart that follows this letter lists all forms that will be used with the new policies.

Policy Form 210-P105

Policy form 210-P105 is a non-participating, single premium deferred fixed annuity. This policy will be solicited individually through the company's agents beginning on or about February 1, 2011, subject to approval by your Department.

This policy will have a two-tiered GMIR that applies as follows: one rate will be effective on the Policy Date and will remain fixed for the duration of the surrender charge period and the other rate (“Secondary GMIR”) becomes effective at the expiration of the surrender charge period (Surrender Charge reduced to 0%) and remains fixed for the remaining life of the policy. Both rates are declared as of the Policy Date and will always be either equal to or greater than the nonforfeiture rate (index rate) effective on the Policy Date. Please refer to the enclosed Statement of Variability and Actuarial Memorandum for further information.

This policy credits a declared initial interest rate that is guaranteed during an initial interest rate guarantee period. The declared rates credited after the initial interest rate guarantee period will be guaranteed for a renewal period that is stated on the policy data page. The initial interest rate guarantee periods and renewal periods that the company offers may change for new issues. The accompanying statement of variability reflects the range for both the initial interest rate guarantee periods and renewal rate guarantee periods. This policy also provides three optional surrender charge periods: a 6-year, a 7-year and 8-year declining surrender charge schedule. The applicant will elect the schedule option on the application. This policy form also provides for a surrender charge-free withdrawal allowance each policy year. The amount varies based on the amount of premium credited to the policy. This policy form does not replace any existing policy form.

Policy Forms 210-P106 and 210-P107

These policy forms are also non-participating, single premium fixed deferred annuities. Policy forms 210-P106 and 210-P107 will be solicited individually through the company’s independent distribution channel beginning on or about February 1, 2011, subject to approval by your Department. These policy forms are similar to policy form 210-P105 described above, except as follows:

1. The calculation of the surrender charge-free withdrawal allowance differs for policies that have a Premium Payment greater than \$100,000. Please refer to the policy forms for further details.
2. Policy form 210-P107 provides for a maximum maturity age of 95. This was designed specifically for one of our distributors to accommodate their need to provide this feature as a commonality among the products they solicit for various carriers.

These policy forms do not replace any existing policy forms.

Available Markets

All three policy forms will be available in the “non-tax qualified” market and the “tax-qualified” market, primarily for rollovers and transfers of 403(b) Tax Sheltered Annuity (TSA) plans, Individual Retirement Annuity (IRA) plans, including Inherited IRA plans, Roth IRA plans, Simple IRA plans and Simplified Employee Pension IRA (SEP IRA) plans, 401(a) Pension plans, and 457(b) Governmental Deferred Compensation plans. Not all of these plans may be available in all distribution channels.

Unisex Endorsement Form 210-E105

Endorsement form 210-E105 is a new unisex endorsement that reflects guaranteed purchase rates based on the Annuity 2000 Mortality Table and a guaranteed interest rate of one percent (1%). This endorsement will be used with policy forms 210-P105, 210-P106 and 210-P107, submitted herein when they are issued in the employer/employee markets subject to the **Norris** decision.

Application Form 210-A102

This application will replace application form number 210-502, which was approved by your Department on 03/09/2010.

This application form will be used to solicit our individual fixed deferred annuity products through the company's agents, including the new annuity policy, form 210-P105, submitted herein, and our individual single premium universal life insurance product, policy form number 306-103.49. Combining these products on one application will facilitate the agent's ability to address an applicant's life insurance and annuity needs.

Because this application does not contain replacement questions, a separate replacement form (form number 22190.100) will always be used in conjunction with application form 210-A102, even if there is no replacement involved in the sale. Replacement form 22190.100 was approved by your Department as shown on the chart below.

Application Form 210-A103 and 210-A104

Application forms 210-A103 and 210-A104 are new and will not replace any previously approved application forms.

When policy forms 210-P106 and 210-P107 are solicited through the company's independent distribution channel, a variety of solicitation methods will be used. These policy forms may be solicited without an application (App-Less), with an application acquired at the time of the policy's delivery (App-Later) or using the traditional process which involves completion of an application at point-of-sale and prior to policy delivery. When an application is used, we will use application form 210-A103 with policy form 210-P106 and application form 210-A104 with policy form 210-P107. These applications contain the required replacement questions.

Domicile Approval Status

Policy forms 210-P105, 210-P106, 210-P107, and application forms 210-A102, 210-A103, and 210-A104 were filed with the Insurance Department of our domicile state of Delaware on 09/24/2010 and are pending approval.

These forms will be pre-printed or laser-emitted with identical language approved by the Department. The Company reserves the right to alter the color, layout, format, pagination, signature graphic, and the type of font (but point size no less than 10 point) of these forms without resubmitting for approval, unless otherwise informed.

Please note that the company has not yet finalized the marketing names for the new product, sold via policy forms 210-P105, 210-P106, and 210-P107. As such, the current names that are

provided on each application and policy form are only placeholders and will be replaced before the products are made available.

Statement of Variability

Variable material in each submitted form is denoted with brackets and the enclosed Statements of Variability describe each variable item.

We would appreciate receiving your approval of these new forms at your earliest convenience. If you have any questions regarding this submission, you may contact me at the phone number or e-mail address noted above.

Sincerely,

A handwritten signature in black ink that reads "Suzanne Wolf". The signature is written in a cursive style with a large, stylized 'S' and 'W'.

Suzanne Wolf
Assistant Vice President – Product Development

SW: rc

New York Life Insurance and Annuity Corporation Forms that will be used with policy forms 210-P105, 210-P106, and 210-P107		
Form Number	Brief Description	Approval Date
210-A102	Application (Company agents)	Pending Approval
210-A103	Application (Independent distribution channel)	Pending Approval
210-A104	Application (Independent distribution channel)	Pending Approval
210-R101	Home Health Care Rider	Pending Approval
210-E105	Unisex Endorsement	Pending Approval
6238-09	TSA 403(b) Endorsement	6/12/2009
6236-02	Traditional IRA Endorsement	8/11/2003
6285-02	Roth IRA Endorsement	12/6/2002
6424-05	SIMPLE IRA Endorsement(available only for company agency business)	9/20/2005
6293-07	457(b) Deferred Compensation Plan Endorsement	4/9/2007
209-100	Living Needs Benefit/Unemployment Rider	10/6/2009
22190.100	Replacement Notice	10/10/2007
201-305	Enhanced Spousal Continuance Rider	7/13/2001
201-306	Enhanced Death Benefit Rider	7/13/2001
20830	State Guaranty Association Notice	N/A
20247ANN(AR)	Inquiry notice (agency distribution)	N/A
42011(AR)	Inquiry notice (independent distribution)	N/A

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Single Premium Deferred Fixed Annuity Policy
Form Number 210-P105**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text is provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and should not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME POLICY NUMBER POLICY DATE	Cover Page & Policy Data Page	To allow for flexibility in changing the applicable information for each policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
OFFICER TITLE & SIGNATURE	Cover Page	The information is bracketed to allow for flexibility in changing the officer's signature(s) and/or title(s). The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to: <ul style="list-style-type: none">• the toll-free telephone numbers applicable to NYLIAC's various customer service offices
MARKETING NAME	Cover Page	To allow for flexibility in changing the marketing name of this policy. This policy includes a placeholder for the marketing name since it has not been finalized.
PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The Plan type will vary depending on the market segment in which the policy is issued. All plan type options currently available are: <ul style="list-style-type: none">• Non-Qualified• Traditional IRA• Inherited IRA• Pension & Keogh• ROTH IRA• SEP IRA• SIMPLE IRA• 403(b) Tax Sheltered Annuity (TSA)• 457(b) Governmental Deferred Compensation Plans

PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the policy. Initially, the minimum single premium payment NYLIAC will accept is \$5,000. The Premium payment range is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.																																																																																								
INITIAL INTEREST RATE GUARANTEE PERIOD ENDING ON	Policy Data Page	This date is based on the initial interest rate guarantee period elected by the applicant The range of years available for a guarantee period option is any whole number between and including 1-10 years. If the range changes, we will submit a limited informational filing.																																																																																								
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one month and 12 months. Changes to the renewal period will apply to new issues only. If the range changes, we will submit a limited filing.																																																																																								
SURRENDER CHARGE SCHEDULE	Policy Data Page	<p>To facilitate changes to the Surrender Charge Schedules offered under the policy. The Policy Data Page illustrates a six-year Surrender Charge Schedule. There are currently three Surrender Charge Schedule options available, six-year, seven-year and eight-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is between and including 1 and 7. The range in the number of years for any one surrender charge schedule is any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited filing of the supporting actuarial material.</p> <p>Surrender Charge Schedules:</p> <table><tr><th>Year of Surrender</th><th>3-Year SC*</th><th>4-Year SC*</th><th>5-Year SC*</th><th>6-Year SC*</th><th>7-Year SC*</th><th>8-Year SC*</th><th>9-Year SC*</th></tr><tr><td>1</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>2</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>3</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>4</td><td>0%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td></tr><tr><td>5</td><td></td><td>0%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td></tr><tr><td>6</td><td></td><td></td><td>0%</td><td>4%</td><td>4%</td><td>4%</td><td>4%</td></tr><tr><td>7</td><td></td><td></td><td></td><td>0%</td><td>3%</td><td>3%</td><td>3%</td></tr><tr><td>8</td><td></td><td></td><td></td><td></td><td>0%</td><td>2%</td><td>2%</td></tr><tr><td>9</td><td></td><td></td><td></td><td></td><td></td><td>0%</td><td>1%</td></tr><tr><td>10</td><td></td><td></td><td></td><td></td><td></td><td></td><td>0%</td></tr></table> <p>*SC stands for Surrender Charge</p>	Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*	1	7%	7%	7%	7%	7%	7%	7%	2	7%	7%	7%	7%	7%	7%	7%	3	7%	7%	7%	7%	7%	7%	7%	4	0%	6%	6%	6%	6%	6%	6%	5		0%	5%	5%	5%	5%	5%	6			0%	4%	4%	4%	4%	7				0%	3%	3%	3%	8					0%	2%	2%	9						0%	1%	10							0%
Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*																																																																																			
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ANNUAL SURRENDER CHARGE FREE AMOUNT(S)	Policy Data Page	To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including \$75,000 and unlimited. The range for the percentages is any whole number percentage or fraction thereof, between and including 5% and 50%. If the range changes, we will submit a limited filing.																																																																																								

INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	<p>Two Guaranteed Minimum Interest Rates will apply to these policies. One rate applies during the Surrender Charge period and the other applies after the Surrender Charge period (Surrender Charge is 0%) for the remaining life of the policy. The Guaranteed Minimum Interest Rates will always be equal to or greater than the Non-Forfeiture rate and will be determined as of the Policy Date. The range for these rates is between and including 1% and 5%. Any change will be applicable only to new issues.</p> <p>Guaranteed Minimum Interest Rate equal to the Non-Forfeiture Rate The methodology for determining the Guaranteed Minimum Interest Rate when it is equal to the Non-Forfeiture rate will be as follows:</p> <ul style="list-style-type: none"> • Guaranteed Minimum Interest Rate (GMIR) will be set twice a year in June and December for periods beginning July 1 and January 1; • This GMIR will then be determined in accordance with the Standard Non-Forfeiture Law for Individual Deferred Annuities. • The interest rate will be determined based on a six-month average of the five-year Constant Maturity Treasury Rate for December through May (for period beginning July 1) and June through November (for period beginning January 1) rounded to the nearest 1/20th of one percent (1%). This rate is then reduced by one and one fourth percent (1.25%). <p>Guaranteed Minimum Interest Rate greater than the Non-Forfeiture Rate Guaranteed Minimum Interest Rates (GMIRs) greater than the Non-Forfeiture rate are determined by weighing several important factors. The most important among these are:</p> <ul style="list-style-type: none"> • the interest rates in effect at the time of contract issue as well as forecasted interest rates, • the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and • profitability.
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To allow for flexibility should NYLIAC choose to list riders and/or endorsements approved for use with this policy when attached to an issued policy. Currently, the information for the Enhanced Death Benefit rider will display when elected by the applicant.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Single Premium Deferred Fixed Annuity Policy
Form Number 210-P106**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text is provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and should not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME POLICY NUMBER POLICY DATE	Cover Page & Policy Data Page	To allow for flexibility in changing the applicable information for each policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
OFFICER TITLE & SIGNATURE	Cover Page	The information is bracketed to allow for flexibility in changing the officer's signature(s) and/or title(s). The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to: <ul style="list-style-type: none"> the toll-free telephone numbers applicable to NYLIAC's various customer service offices
MARKETING NAME	Cover Page	To allow for flexibility in changing the marketing name of this policy. This policy includes a placeholder for the marketing name since it has not been finalized.
PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The Plan type will vary depending on the market segment in which the policy is issued. All plan type options currently available are: <ul style="list-style-type: none"> Non-Qualified Traditional IRA Inherited IRA Pension & Keogh ROTH IRA SEP IRA <p>SIMPLE IRAs, 403(b) Tax Sheltered Annuities (TSAs) and 457(b) Governmental Deferred Compensation Plans: Though offered by NYLIAC, not currently offered through the independent agency channel.</p>

PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the policy. Initially, the minimum single premium payment NYLIAC will accept is \$5,000. The Premium payment range is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.																																																																																								
INITIAL INTEREST RATE GUARANTEE PERIOD ENDING ON	Policy Data Page	This date is based on the initial interest rate guarantee period elected by the applicant. The range of years available for a guarantee period option is any whole number between and including 1-10 years. If the range changes, we will submit a limited informational filing.																																																																																								
RENEWAL INTEREST RATE GUARANTEE PERIOD	Policy Data Page	To facilitate changes to the renewal interest rate guarantee period under the policy. The Policy Data Page illustrates an annual renewal period, which is the renewal period we intend to provide when this product is introduced. The range for this renewal period is between and including one month and 12 months. Changes to the renewal period will apply to new issues only. If the range changes, we will submit a limited filing.																																																																																								
SURRENDER CHARGE SCHEDULE	Policy Data Page	<p>To facilitate changes to the Surrender Charge Schedules offered under the policy. The Policy Data Page illustrates a six-year Surrender Charge Schedule. There are currently three Surrender Charge Schedule options available, six-year, seven-year, and eight-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is between and including 1 and 7. The range in the number of years for any one surrender charge schedule any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited filing of the supporting actuarial material.</p> <p>Surrender Charge Schedules:</p> <table><tr><th>Year of Surrender</th><th>3-Year SC*</th><th>4-Year SC*</th><th>5-Year SC*</th><th>6-Year SC*</th><th>7-Year SC*</th><th>8-Year SC*</th><th>9-Year SC*</th></tr><tr><td>1</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>2</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>3</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>4</td><td>0%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td></tr><tr><td>5</td><td></td><td>0%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td></tr><tr><td>6</td><td></td><td></td><td>0%</td><td>4%</td><td>4%</td><td>4%</td><td>4%</td></tr><tr><td>7</td><td></td><td></td><td></td><td>0%</td><td>3%</td><td>3%</td><td>3%</td></tr><tr><td>8</td><td></td><td></td><td></td><td></td><td>0%</td><td>2%</td><td>2%</td></tr><tr><td>9</td><td></td><td></td><td></td><td></td><td></td><td>0%</td><td>1%</td></tr><tr><td>10</td><td></td><td></td><td></td><td></td><td></td><td></td><td>0%</td></tr></table> <p>*SC stands for Surrender Charge</p>	Year of Surrender	3-Year SC*	4-Year SC*	5-Year SC*	6-Year SC*	7-Year SC*	8-Year SC*	9-Year SC*	1	7%	7%	7%	7%	7%	7%	7%	2	7%	7%	7%	7%	7%	7%	7%	3	7%	7%	7%	7%	7%	7%	7%	4	0%	6%	6%	6%	6%	6%	6%	5		0%	5%	5%	5%	5%	5%	6			0%	4%	4%	4%	4%	7				0%	3%	3%	3%	8					0%	2%	2%	9						0%	1%	10							0%
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ANNUAL SURRENDER CHARGE FREE AMOUNT(S)	Policy Data Page	To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including \$75,000 and unlimited. The range for the percentages is any whole number percentage or fraction thereof, between and including 5% and 50%. If the range changes, we will submit a limited filing.																																																																																								

INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	<p>Two Guaranteed Minimum Interest Rates will apply to these policies. One rate applies during the Surrender Charge period and the other applies after the Surrender Charge period (Surrender Charge is 0%) for the remaining life of the policy. The Guaranteed Minimum Interest Rates will always be equal to or greater than the Non-Forfeiture rate and will be determined as of the Policy Date. The range for these rates is between and including 1% and 5%. Any change will be applicable only to new issues.</p> <p>Guaranteed Minimum Interest Rate equal to the Non-Forfeiture Rate The methodology for determining the Guaranteed Minimum Interest Rate when it is equal to the Non-Forfeiture rate will be as follows:</p> <ul style="list-style-type: none"> • Guaranteed Minimum Interest Rate (GMIR) will be set twice a year in June and December for periods beginning July 1 and January 1; • This GMIR will then be determined in accordance with the Standard Non-Forfeiture Law for Individual Deferred Annuities. • The interest rate will be determined based on a six-month average of the five-year Constant Maturity Treasury Rate for December through May (for period beginning July 1) and June through November (for period beginning January 1) rounded to the nearest 1/20th of one percent (1%). This rate is then reduced by one and one fourth percent (1.25%). <p>Guaranteed Minimum Interest Rate greater than the Non-Forfeiture Rate Guaranteed Minimum Interest Rates (GMIRs) greater than the Non-Forfeiture rate are determined by weighing several important factors. The most important among these are:</p> <ul style="list-style-type: none"> • the interest rates in effect at the time of contract issue as well as forecasted interest rates, • the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and • profitability.
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To allow for flexibility should NYLIAC choose to list riders and/or endorsements approved for use with this policy when attached to an issued policy. Currently, the information for the Enhanced Death Benefit rider will display when elected by the applicant.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Single Premium Deferred Annuity Policy
Form Number 210-P107**

The following comments describe the nature and scope of the variable material denoted with brackets on the Policy's Front and Back Cover and the Policy Data Page. The "Bracketed Information" typically corresponds to the headings found on the Policy Covers and Policy Data Page. When applicable, ranges and/or alternate text is provided. The actual Policy Data Page a policy owner receives will reflect only the information based on that policy owner's elections at the time of purchase of the policy. Any use of variability shall be administered in accordance with the Explanation of Variability in a uniform and non-discriminatory manner and should not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
ANNUITANT NAME POLICY NUMBER POLICY DATE	Cover Page & Policy Data Page	To allow for flexibility in changing the applicable information for each policy issued. NYLIAC may choose not to reflect this information on the cover page since it is also reflected in the Policy Data Page.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Front/Back Cover Page & Data Page	To allow for flexibility in changing this information should NYLIAC's Executive or Home Office location change.
OFFICER TITLE & SIGNATURE	Cover Page	The information is bracketed to allow for flexibility in changing the officer's signature(s) and/or title(s). The signatures and titles shown are those in effect at the time of this form filing.
CUSTOMER SERVICE PHONE NUMBER	Cover Page	To facilitate changes to: <ul style="list-style-type: none"> the toll-free telephone numbers applicable to NYLIAC's various customer service offices
MARKETING NAME	Cover Page	To allow for flexibility in changing the marketing name of this policy. This policy includes a placeholder for the marketing name since it has not been finalized.
PLAN	Policy Data Page	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. The Plan type will vary depending on the market segment in which the policy is issued. All plan type options currently available are: <ul style="list-style-type: none"> Non-Qualified Traditional IRA Inherited IRA Pension & Keogh ROTH IRA SEP IRA <p>SIMPLE IRAs and 403(b) Tax Sheltered Annuities (TSAs): Though offered by NYLIAC, not currently offered through the independent agency channel.</p>

PREMIUM PAYMENT	Policy Data Page	To facilitate changes to the premium amount used to purchase the policy. Initially, the minimum single premium payment NYLIAC will accept is \$5,000. The Premium payment range is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.																																																																																								
INITIAL INTEREST RATE GUARANTEE PERIOD ENDING ON	Policy Data Page	This date is based on the initial interest rate guarantee period elected by the applicant The range of years available for a guarantee period option is any whole number between and including 1-10 years. If the range changes, we will submit a limited informational filing.																																																																																								
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SURRENDER CHARGE SCHEDULE	Policy Data Page	<p>To facilitate changes to the Surrender Charge Schedules offered under the policy. The Policy Data Page illustrates a six-year Surrender Charge Schedule. There are currently three Surrender Charge Schedule options available, six-year, seven-year, and eight-year, as shown below in the shaded area. The range for the number of available Surrender Charge Schedules is between and including 1 and 7. The range in the number of years for any one surrender charge schedule is any whole number between and including 3 and 9 years, also shown below. If the Surrender Charge Schedule options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited filing of the supporting actuarial material.</p> <p style="text-align: center;">Surrender Charge Schedules:</p> <table><tr><th><i>Year of Surrender</i></th><th><i>3-Year SC*</i></th><th><i>4-Year SC*</i></th><th><i>5-Year SC*</i></th><th><i>6-Year SC*</i></th><th><i>7-Year SC*</i></th><th><i>8-Year SC*</i></th><th><i>9-Year SC*</i></th></tr><tr><td>1</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>2</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>3</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td><td>7%</td></tr><tr><td>4</td><td>0%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td><td>6%</td></tr><tr><td>5</td><td></td><td>0%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td><td>5%</td></tr><tr><td>6</td><td></td><td></td><td>0%</td><td>4%</td><td>4%</td><td>4%</td><td>4%</td></tr><tr><td>7</td><td></td><td></td><td></td><td>0%</td><td>3%</td><td>3%</td><td>3%</td></tr><tr><td>8</td><td></td><td></td><td></td><td></td><td>0%</td><td>2%</td><td>2%</td></tr><tr><td>9</td><td></td><td></td><td></td><td></td><td></td><td>0%</td><td>1%</td></tr><tr><td>10</td><td></td><td></td><td></td><td></td><td></td><td></td><td>0%</td></tr></table> <p>*SC stands for Surrender Charge</p>	<i>Year of Surrender</i>	<i>3-Year SC*</i>	<i>4-Year SC*</i>	<i>5-Year SC*</i>	<i>6-Year SC*</i>	<i>7-Year SC*</i>	<i>8-Year SC*</i>	<i>9-Year SC*</i>	1	7%	7%	7%	7%	7%	7%	7%	2	7%	7%	7%	7%	7%	7%	7%	3	7%	7%	7%	7%	7%	7%	7%	4	0%	6%	6%	6%	6%	6%	6%	5		0%	5%	5%	5%	5%	5%	6			0%	4%	4%	4%	4%	7				0%	3%	3%	3%	8					0%	2%	2%	9						0%	1%	10							0%
<i>Year of Surrender</i>	<i>3-Year SC*</i>	<i>4-Year SC*</i>	<i>5-Year SC*</i>	<i>6-Year SC*</i>	<i>7-Year SC*</i>	<i>8-Year SC*</i>	<i>9-Year SC*</i>																																																																																			
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ANNUAL SURRENDER CHARGE FREE AMOUNT(S)	Policy Data Page	To facilitate changes to the Premium Payment Amount and the percentages used to determine the free amount. The range for the Premium Payment amount shown is any whole dollar amount between and including \$75,000 and unlimited. The range for the percentages is any whole number percentage or fraction thereof, between and including 7% and 50%. If the range changes, we will submit a limited filing.																																																																																								

INITIAL INTEREST RATE	Policy Data Page	To facilitate changes to the declared interest rate for the initial interest rate guarantee period. Initial Guaranteed Interest Rates are determined by weighing several important factors. The most important among these are 1) interest rates available to NYLIAC on suitable investments, 2) the interest rates offered by our competitors-primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and 3) profitability.
GUARANTEED MINIMUM INTEREST RATE	Policy Data Page	<p>Two Guaranteed Minimum Interest Rates will apply to these policies. One rate applies during the Surrender Charge period and the other applies after the Surrender Charge period (Surrender Charge is 0%) for the remaining life of the policy. The Guaranteed Minimum Interest Rates will always be equal to or greater than the Non-Forfeiture rate and will be determined as of the Policy Date. The range for these rates is between and including 1% and 5%. Any change will be applicable only to new issues.</p> <p>Guaranteed Minimum Interest Rate equal to the Non-Forfeiture Rate The methodology for determining the Guaranteed Minimum Interest Rate when it is equal to the Non-Forfeiture rate will be as follows:</p> <ul style="list-style-type: none"> • Guaranteed Minimum Interest Rate (GMIR) will be set twice a year in June and December for periods beginning July 1 and January 1; • This GMIR will then be determined in accordance with the Standard Non-Forfeiture Law for Individual Deferred Annuities. • The interest rate will be determined based on a six-month average of the five-year Constant Maturity Treasury Rate for December through May (for period beginning July 1) and June through November (for period beginning January 1) rounded to the nearest 1/20th of one percent (1%). This rate is then reduced by one and one fourth percent (1.25%). <p>Guaranteed Minimum Interest Rate greater than the Non-Forfeiture Rate Guaranteed Minimum Interest Rates (GMIRs) greater than the Non-Forfeiture rate are determined by weighing several important factors. The most important among these are:</p> <ul style="list-style-type: none"> • the interest rates in effect at the time of contract issue as well as forecasted interest rates, • the GMIRs and interest rates offered by our competitors – primarily companies who have received ratings from the independent rating agencies similar to those received by our company, and • profitability.
RIDER(S) AND ENDORSEMENT(S) NAME	Policy Data Page	To allow for flexibility should NYLIAC choose to list riders and/or endorsements approved for use with this policy when attached to an issued policy. Currently, the information for the Enhanced Death Benefit rider will display when elected by the applicant.
All other bracketed items are John Doe information.		

New York Life Insurance and Annuity Corporation (NYLIAC)
Statement of Variability
Application for Individual Deferred Fixed Annuities
Form: 210-A102

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should NYLIAC's Executive or Home Office location change.
ANNUITY PRODUCT SELECTION/ MARKETING NAMES AND ABBREVIATIONS	Section 1	To allow for the flexibility of adding/changing/removing product features and marketing names (and their abbreviations) that are filed and approved, when required This application includes a placeholder for the marketing name "New York Life Secure Design Fixed Annuity" since it has not been finalized.
NEW YORK LIFE SECURE TERM FIXED ANNUITY INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD	Section 1	To allow for the flexibility of adding and/or removing available options. The range for the number of available options is any whole number between and including 1–7. The range of years for <i>a particular</i> option is any whole number between and including 3 – 9 years. Subject to the department's approval, if the options, for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited re-filing of the supporting actuarial material.
NEW YORK LIFE SECURE DESIGN FIXED ANNUITY INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD	Section 1	<p>To allow for the flexibility of adding and/or removing Initial Interest Rate Guarantee Period options and Surrender Charge Period options.</p> <p>Initial Interest Rate Guarantee Period Options: The range for the number of <i>available</i> Initial Interest Rate Guarantee Period options is any whole number between and including 1–10. The range of years for a <i>particular</i> option is any whole number between and including 1 – 10 years.</p> <p>Surrender Charge Period Options: The range for the number of <i>available</i> Surrender Charge Period options is any whole number between and including 1-7.</p> <p>The range of years for a <i>particular</i> option is any whole number between and including 3 – 9 years.</p>

ANNUITY COMMENCEMENT AGE	Section 1	To facilitate changes to comply with federal or state laws or regulations or to accommodate changes to the company's marketing and suitability standards.
ANNUITY PLAN TYPE AND ERISA PLAN NOTE	Section 3	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. Also, to facilitate changes to the Note section relevant to changes affecting the plan.
ANNUITY PREMIUM	Section 6	To allow for the flexibility of changing the minimum and maximum Premium Amounts. The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum single premium NYLIAC will accept is \$5,000. The Premium Payment range is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
ANNUITY OPTIONAL RIDER(S)	Section 7	To facilitate adding or removing rider information when new riders are approved by the state's Department of Insurance for use with this product, and when existing approved riders are withdrawn from use either by the company or as required by state law.

All other bracketed items are John Doe information.

New York Life Insurance and Annuity Corporation (NYLIAC)
Statement of Variability
Application for Individual Deferred Fixed Annuity
Form: 210-A103

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
PRODUCT MARKETING NAME	Top of Form	To allow for the flexibility of adding and/or changing the marketing name. The application includes a placeholder for the marketing name since it has not been finalized.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should NYLIAC's Executive or Home Office location change.
ANNUITY COMMENCEMENT DATE	Top of form	To facilitate changes to comply with federal or state laws or regulations or to accommodate changes to the company's marketing and suitability standards.
PREMIUM AMOUNT	Section 3	To allow for the flexibility of changing the minimum and maximum Premium Amounts. The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum single premium that NYLIAC will accept is \$5,000. The Premium Payment range is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD SELECTION	Section 4	<p>To allow for the flexibility of adding and/or removing available Initial Interest Rate Guarantee Period options and Surrender Charge Period options.</p> <p>Initial Interest Rate Guarantee Period Options: The range for the number of <i>available</i> Initial Interest Rate Guarantee Period options is any whole number between and including 1–10. The range of years for a <i>particular</i> option is any whole number between and including 1 – 10 years.</p> <p>Surrender Charge Period Options: The range for the number of <i>available</i> Surrender Charge Period options is any whole number between and including 1-7. The range of years for a <i>particular</i> option is any whole number between and including 3 – 9 years.</p> <p>Subject to the department's approval, if the options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited re-filing of supporting actuarial material.</p>

PLAN TYPE AND NOTE FOR QUALIFIED PLANS	Section 6	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. Also, to facilitate changes to the Note section relevant to changes affecting the plan types.
OPTIONAL RIDER(S)	Section 7	To facilitate adding or removing rider information when new riders are approved for use with this product, and when existing approved riders are withdrawn from use either by NYLIAC or as required by state law.

All other bracketed items are John Doe information.

New York Life Insurance and Annuity Corporation (NYLIAC)
Statement of Variability
Application for Individual Deferred Fixed Annuity
Form: 210-A104

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
PRODUCT MARKETING NAME	Top of Form	To allow for the flexibility of adding and/or changing the marketing name. The application includes a placeholder for the marketing name since it has not been finalized.
EXECUTIVE OFFICE/HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should NYLIAC's Executive or Home Office location change.
ANNUITY COMMENCEMENT DATE	Top of form	To facilitate changes to comply with federal or state laws or regulations or to accommodate changes to the company's marketing and suitability standards.
PREMIUM AMOUNT	Section 3	To allow for the flexibility of changing the minimum and maximum Premium Amounts. The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum single premium that NYLIAC will accept is \$5,000. The Premium Payment range is between and including \$5,000 – unlimited. Premium Payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
INITIAL INTEREST RATE GUARANTEE PERIOD AND SURRENDER CHARGE PERIOD SELECTION	Section 4	<p>To allow for the flexibility of adding and/or removing available Initial Interest Rate Guarantee Period options and Surrender Charge Period options.</p> <p>Initial Interest Rate Guarantee Period Options: The range for the number of <i>available</i> Initial Interest Rate Guarantee Period options is any whole number between and including 1–10. The range of years for a <i>particular</i> option is any whole number between and including 1 – 10 years.</p> <p>Surrender Charge Period Options: The range for the number of <i>available</i> Surrender Charge Period options is any whole number between and including 1-7. The range of years for a <i>particular</i> option is any whole number between and including 3-9 years.</p> <p>Subject to the department's approval, if the options for which a demonstration is not provided in the actuarial memorandum become available, we will submit a limited re-filing of supporting actuarial material.</p>

PLAN TYPE AND NOTE FOR QUALIFIED PLANS	Section 6	To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans. Also, to facilitate changes to the Note section relevant to changes affecting the plan types.
OPTIONAL RIDER(S)	Section 7	To facilitate adding or removing rider information when new riders are approved for use with this product, and when existing approved riders are withdrawn from use either by NYLIAC or as required by state law.

All other bracketed items are John Doe information.

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Unisex Endorsement
Form Number: 210-E105**

The following comments describe the nature and scope of the variable material denoted with brackets on the Endorsement. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Officer Signatures and or Title: The signatures and titles are those in effect at the time of this form filing and over time may change. The information is bracketed to allow for flexibility in changing the officer's signature(s) and title(s).

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NEW YORK LIFE INSURANCE COMPANY

STATE OF ARKANSAS

In Re: Form (s): Policy Forms 210-P105, 210-P106, 210-P107; Application Forms
210-A102, 210-A103, and 210-A104; Endorsement Form 210-E105

I certify that the forms contained in this filing comply with Arkansas Insurance Regulation 19.



Signature

Suzanne Wolf

Name

Assistant Vice President – Product Development

Title

9/27/2010
Date

**ARKANSAS
INSURANCE
DEPARTMENT**

FILING FEE TRANSMITTAL FORM ***

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name : New York Life Insurance and Annuity Corporation NAIC#: 826-91596

Company Contact Person: Suzanne Wolf Telephone No.: Toll Free: (800) 280-3551

INSURANCE DEPARTMENT USE ONLY

ANALYST : _____ **AMOUNT:** _____ **ROUTE SLIP:** _____

**ALL FEES ARE PER EACH INSURED, PER ANNUAL STATEMENT LINE OF BUSINESS,
UNLESS OTHERWISE INDICATED.**

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/ FORM FILINGS

Life and/or Disability policy form filing
and review, per each policy, contract, annuity
form , per each insurer, **per each filing**

3 x \$50= \$ 150.00
****Retaliatory \$###.##**

Life and/or Disability- Filing and review of each
rate filing or loss ratio guarantee filing, per each
insurer.

* ### x \$50= \$ ###.##
****Retaliatory \$###.##**

Life and/or Disability Policy, Contract or Annuity
Forms: Filing and review of certificate, rider,
endorsement or application if each is filed
separately from the basic form.

* 4 x \$50= \$ 200.
****Retaliatory \$50.00**

Policy and contract forms, all lines, filing
corrections in previously filed policy and contract
forms.

* ### x \$20= \$ ###.##
****Retaliatory \$###.##**

Life and/or Disability: Filing and review of
Insured's advertisements, per advertisement, per
each insurer.

* ### x \$25= \$ ###.##
****Retaliatory \$###.##**

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority. * ## x \$ 400 = \$ ###.##

Filing to amend Certificate of Authority. *** ### x \$100 = \$ ###.##

*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER
RULE AND REGULATION 57.

**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER
ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. 23-61-401.